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## TITLE 8—ALIENS AND NATIONALITY

### Chapter I—Immigration and Naturalization Service, Department of Justice

#### Subchapter B—Immigration Regulations

#### PART 116—CIVIL AIR NAVIGATION

##### LIEN AND SEIZURE OF AIRCRAFT

Reference is made to the notice of proposed rule making which was published in the *FEDERAL REGISTER* of September 20, 1951 (16 F. R. 9573), pursuant to section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U. S. C. 1003) and in which there were stated in full the terms of a proposed amendment of the rules relating to seizure of aircraft by immigration officers. No representations have been received concerning the proposed amendment. The rule, as stated below, is hereby adopted. The provisions of the adopted rule are the same as those stated in the notice of proposed rule making.

The following amendments to § 116.60, *Penalties*, of Chapter I, Title 8 of the Code of Federal Regulations, are hereby prescribed:

1. The second sentence of paragraph (c) is amended to read as follows: "If the deposit of the amount of the proposed penalty is not made with the collector of customs or acceptable bond is not furnished providing for the payment of such penalty, or so much thereof as may not be remitted or mitigated by the Attorney General, clearance of the aircraft shall be withheld by the collector of customs, and in case the violation is by the owner or person in command of the aircraft and is subject to the civil penalty of \$500 authorized by section 11 (b) of the Air Commerce Act of 1926, as amended, the penalty shall be a lien against the aircraft, which shall be seized by the immigration officer in charge of the district or immigrant inspector designated by him, and placed in the custody of the customs officer in charge at the port of entry or customs station nearest the place of seizure."

2. The third sentence of paragraph (c) is deleted.

The rule stated above shall become effective on the thirty-first day following its publication with this order in the *FEDERAL REGISTER*.

The general basis for the rule is the determination that it is advantageous to the Government that aircraft be seized as expeditiously as possible in those instances in which the civil penalty authorized by the Air Commerce Act of 1926, as amended, is a lien against the aircraft. The purpose of the rule is to specifically designate the immigration officers who shall have authority to make such seizures.

(Sec. 7, 44 Stat. 572, as amended; 49 U. S. C. 177)

Dated: November 13, 1951.

J. HOWARD McGRATH,  
Attorney General.

Recommended: November 9, 1951.

BENJAMIN G. HABBERTON,  
Acting Commissioner,  
Immigration and Naturalization.

[F. R. Doc. 51-14308; Filed, Nov. 30, 1951; 8:50 a. m.]

## TITLE 7—AGRICULTURE

### Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

#### PART 420—MULTIPLE CROP INSURANCE

##### SUBPART—REGULATIONS FOR THE 1950 AND SUCCEEDING CROP YEARS

The following riders for the 1952 and succeeding crop years are hereby published pursuant to § 420.34 of the above-identified regulations (14 F. R. 5303, 6787; 15 F. R. 2485, 4161, 9033; 16 F. R. 579, 4300). The riders for counties for which riders have been published previously (14 F. R. 7827; 15 F. R. 2622, 3077, 9271; 16 F. R. 4829) are hereby superseded for the 1952 and succeeding crop years.

A Rider No. 1 to the Multiple Crop Insurance Policy for each of the following counties:

Arkansas—§ 420.53.

Arkansas—§ 420.53-1.

(Continued on p. 12113)

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[SEAL] F. B. NORTHRUP,  
Acting Manager,  
Federal Crop Insurance Corporation.

§ 420.53 Arkansas.

§ 420.53-1 Arkansas County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Arkansas County, Ark., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Lespedeza (annual only) for hay or seed, including volunteer lespedeza.

(d) Oats (fall seeded only) planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

(e) Rice planted for harvest.

(f) Soybeans planted for harvest as beans, excluding soybeans interplanted in the same row with corn.

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop, except volunteer lespedeza in which case insurance shall attach on April 1 provided there is a stand at that time sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the hay crop upon baling or stacking, the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10 unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date. However, any production of corn, oats, rice, or soybeans which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the



## RULES AND REGULATIONS

acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the

production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all production of vetch shall be counted as production of such grain crop on a weight basis. Any production of soybeans interplanted in the same row with corn shall not be counted as production.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production (on the basis of hay for lespedeza) for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except lespedeza and cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Lespedeza.	do.	The actual production of hay and seed for acreage harvested (except that the Corporation may count the appraised production for seed in place of the hay production for any cutting) and the appraised production (the appraisal for hay or the appraisal for seed, or both, whichever the Corporation elects) for (1) acreage pastured or (2) production not harvested.
4. Cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
6. Cotton.	Acreage harvested.	Production, including an appraisal of production left in the field after harvest.
7. Each insured crop.	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
8. Each insured crop.	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons, or pounds harvested.
9. Each insured crop.	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for corn, oats, and soybeans; pounds for cotton, lespedeza seed, and rice; and tons (rounded to tenths) for hay.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Cor-

poration may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

8. Definitions. For all purposes under the contract volunteer lespedeza for harvest within the crop year shall be considered to have been planted as of April 1.

In addition to the provisions of section 13 of the policy, any share of an insured crop paid or to be paid for irrigation water shall be considered for the purpose of determining insurance units only, as a part of the share of the insured.

"Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

9. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an

indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.53 Arkansas.

§ 420.53-2 White County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in White County, Ark., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Lespedeza (annual only) for hay, including volunteer lespedeza.

(d) Oats (fall seeded only) planted for harvest as grain.

(e) Potatoes commonly known as Irish potatoes, excluding (1) acreages planted after April 30 and (2) acreage of less than one acre on an insurance unit.

(f) Soybeans planted for harvest as beans, excluding soybeans interplanted in the same row with corn.

(g) Strawberries, excluding acreage of less than two-tenths acre on an insurance unit. (Insurance to attach the first crop year of the contract only if the application is filed on or before August 31 immediately preceding the closing date for that crop year.)

(h) Sweet potatoes, excluding acreage of less than one acre on an insurance unit.

2. Coverage per acre. (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop, except (a) volunteer lespedeza on which insurance shall attach on May 1 provided there is a stand at that time sufficient that farmers in the area generally would leave it for harvest the following harvest season, and (b) strawberries on which insurance shall attach on September 1 of each year provided the strawberries were planted by May 1 of that calendar year and there is a stand on September 1 sufficient that farmers in the area generally would leave it for harvest the following harvest season. However, in no event shall insurance attach to any acreage of strawberries which has been or under normal conditions could have been harvested two years. Insurance shall cease with respect to any portion of the hay crop upon baling or stacking, the corn crop upon harvesting



(picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton and strawberry crops upon picking, the potato crops upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10 unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, oats, Irish potatoes, or soybeans which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all production of vetch shall be counted as production of such grain crop on a weight basis. Any production of soybeans interplanted in the same row with corn shall not be counted as production.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, crates, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.	Acreage harvested.	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, crate, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, crates, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, crate, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, crates, pounds or tons harvested.
8. Each insured crop.	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, crates, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, oats, soybeans, and sweet potatoes; in crates (24-quart) for strawberries in pounds for cotton and potatoes (Irish); and in tons (rounded to tenths) for hay.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Definitions.* For all purposes under the contract volunteer lespedeza and strawberries for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

Notwithstanding the provisions of section 24 (d) of the policy, "crop year" with respect to strawberries means the period beginning the first day of the insurance period and

ending upon completion of harvest and shall be designated by reference to the calendar year in which the strawberries are normally harvested.

"Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 1 percent or more of the coverage for such acreage.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance Contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.55 Colorado.

\$ 420.55-1 Conejos County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Conejos County, Colo., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay (insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested).



## RULES AND REGULATIONS

(b) Barley planted for harvest as grain (insurance to attach to winter barley the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested).

(c) Oats planted for harvest as grain (insurance to attach to winter oats the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested).

(d) Potatoes (excluding acreage of less than one acre on an insurance unit) commonly known as Irish potatoes.

(e) Wheat planted for harvest as grain (insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested).

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except alfalfa in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand at that time sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the hay crop upon baling or stacking, the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, oats, potatoes, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corpo-

ration on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded

with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, tons or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop minus the number of bushels, tons or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats, and wheat, pounds for potatoes and tons (rounded to tenths) for hay.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, the following provisions shall apply: (1) The acreage of insured crops in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which could reasonably be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. (2) Insurance shall not attach with respect to (i) acreage planted to insurable crops the first year after being leveled, (ii) acreage the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in ac-

cordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

8. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

9. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

10. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.



## § 420.55 Colorado.

## § 420.55-2 Morgan County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Morgan County, Colo., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley (spring only) planted for harvest as grain.

(b) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(c) Dry edible beans (Pinto).

(d) Grain sorghums planted for harvest as grain.

(e) Oats (spring only) planted for harvest as grain.

(f) Potatoes (excluding acreages of less than one acre on an insurance unit) commonly known as Irish potatoes.

(g) Wheat planted for harvest as grain. (Insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before September 30 immediately preceding the closing date for that crop year.)

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), grain sorghums, oats, potatoes or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder. In order to provide quality protection on dry edible beans, production of beans shall be determined on the basis of sound whole beans.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any grain sorghum may be used for ensilage or

fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and in-

terest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, corn grain, oats, and wheat, pounds for beans, grain sorghums, and potatoes, and in tons (rounded to tenths) for corn silage.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, where insurance is written on the basis of irrigated coverage the following provisions shall apply: (1) The acreage of insured crops which shall be insured on an irrigated basis in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which could reasonably be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm; (2) Insurance shall not attach with respect to acreage planted to insurable crops (i) the first year

after being leveled, or (ii) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

8. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will



not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

§ 420.55 Colorado.

§ 420.55-3 Otero County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Otero County, Colo., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay, including any mixture containing alfalfa. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 immediately preceding the closing date for that crop year.)

(b) Barley planted for harvest as grain. (Insurance to attach to winter barley the first crop year of the contract only if the application is filed on or before September 30 immediately preceding the closing date for that crop year.)

(c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(d) Dry edible beans. (Pinto.)

(e) Dry onions (excluding acreage of less than one acre on an insurance unit) grown from seed.

(f) Grain sorghums planted for harvest as grain.

(g) Oats planted for harvest as grain. (Insurance to attach to winter oats the first crop year of the contract only if the application is filed on or before September 30 immediately preceding the closing date for that crop year.)

(h) Wheat planted for harvest as grain. (Insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before September 30 immediately preceding the closing date for that crop year.)

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insured acreage of onions.* In addition to the provisions of section 4 of the policy, for any crop year the Corporation reserves the right to limit the insured acreage of onions on any insurance unit to an acreage not less than the average acreage of onions which the Corporation determines was planted thereon during the 3-year period immediately preceding such crop year.

4. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop, except hay on which insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, the onion crop upon pulling, all other insured crops upon threshing, or with respect to any

portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn, (as set forth below) grain sorghums, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder. In order to provide quality protection on dry edible beans, production of beans shall be determined on the basis of sound whole beans.

6. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an ade-

quate representative sample for appraising the yield.

7. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of grain sorghum used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, corn grain, oats and wheat, pounds for beans, grain sorghums and onions, and in tons (rounded to tenths) for hay and corn silage.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and main-

tain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

8. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy the following provisions shall apply: (1) The acreage of insured crops which shall be insured in any year shall not exceed that acre-



age which can be irrigated adequately with the facilities available and with a supply of irrigation water which reasonably could be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, and (2) insurance shall not attach with respect to acreage planted to insurable crops (1) the first year after being leveled or (2) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

**9. Date table.**

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

**10. Definitions.** Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

**11. Reduction of premium based on good experience.** The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contracts. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.55 Colorado.

\$ 420.55-4 Weld County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Weld County, Colo., Beginning With the 1952 Crop Year)

**1. Insurable crops.** For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley (spring only) planted for harvest as grain.

(b) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain, as determined by the Corporation.

(c) Dry edible beans (Pinto).

(d) Oats (spring only), planted for harvest as grain.

(e) Potatoes (excluding acreages of less than one acre on an insurance unit) commonly known as Irish potatoes.

(f) Wheat planted for harvest as grain. (Insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop for that crop year is normally harvested).

**2. Coverage per acre.** The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

**3. Insurance period.** Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

**4. Predetermined price for valuing production.** In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), oats, potatoes, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety

of corn adapted to the production of corn for grain and must be harvested as grain or fodder. In order to provide quality protection on dry edible beans, production of beans will be determined on the basis of sound whole beans.

**5. Released crop.** Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

**6. Amount of loss.** (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that any production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats and wheat, pounds for beans and potatoes, and in bushels for corn grain or tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acre-

age and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between



## RULES AND REGULATIONS

the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, where insurance is written on the basis of irrigated coverage the following provisions shall apply: (1) The acreage of insured crops which shall be insured on an irrigated basis in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which reasonably could be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, and (2) insurance shall not attach with respect to acreage planted to insurable crops (i) the first year after being leveled or (ii) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

8. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

\$ 420.55 *Colorado.*

\$ 420.55-5 *Las Animas County.*

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Las Animas County, Colo., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay, including any mixture containing alfalfa. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the crop year in which the crop for that crop year is normally harvested.)

(b) Barley planted for harvest as grain. (Insurance to attach to winter barley, the first crop year of the contract only if the application is filed on or before September 30 preceding the crop year in which the crop for that crop year is normally harvested.)

(c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(d) Dry edible beans. (Pinto)

(e) Grain sorghums planted for harvest as grain or silage.

(f) Wheat planted for harvest as grain. (Insurance to attach to winter wheat, the first crop year of the contract only if the application is filed on or before September 30 preceding the crop year in which the crop for that crop year is normally harvested.)

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay on which insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder on ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Protection against loss of quality.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, corn or grain sorghums, (as set forth below), or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or sup-

port because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn or grain sorghums to be so evaluated for poor quality it must be of a variety adapted to the production of grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Production of grain sorghums shall be counted as grain, except that production for any grain sorghums harvested for silage and the appraised production for any grain sorghums not adapted to the production of grain and not harvested as silage shall be counted as silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.

<sup>1</sup> Production and allowances shall be in bushels for barley and wheat; pounds for beans; tons (rounded to tenths) for hay; bushels for corn grain or in tons (rounded to tenths) for corn silage; and for grain sorghums pounds for grain or in tons (rounded to tenths) for silage.



PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

(b) If production from two or more insurance units is commingled and the insured falls to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, where insurance is written on the basis of irrigated coverage the following provisions shall apply: (1) The acreage of insured crops which shall be insured in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which reasonably could be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, and (2) insurance shall not attach with respect to acreage planted to insured crops (i) the first year after being leveled or (ii) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

8. *Date table.*  
Discount date: June 30.  
Maturity date: July 31.  
Interest date: October 31.  
Cancellation date: August 31.  
9. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

§ 420.57 Delaware.

§ 420.57-1 Kent County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Kent County, Del., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Barley planted for harvest as grain.
  - (b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.
  - (c) Soybeans planted for harvest as beans.
  - (d) Wheat planted for harvest as grain.
2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.
3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon

removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provisions of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	A appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## RULES AND REGULATIONS

(b) If production from two or more insurance units in commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE  
CORPORATION.

\$ 420.59 Georgia.

\$ 420.59-4 Jefferson County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE  
POLICY

(Applicable in Jefferson County, Ga., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans or velvetbeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Oats (fall planted only) planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

(d) Peanuts, Spanish and Runner planted for harvest as nuts (excluding acreages of less than one acre on an insurance unit).

(e) Winter wheat seeded for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage

released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10 unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, oats, peanuts or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the

Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all production of vetch shall be counted as production of such grain crop on a weight basis.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production for such acreage, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for corn, oats and wheat; and pounds for cotton and peanuts.



Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

9. Definitions. "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

10. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.59 Georgia.

\$ 420.59-6 Sumter County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Sumter County, Ga., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Oats (fall seeded only) planted for harvest as grain (insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop is normally harvested).

(d) Peanuts (Spanish and Runner) planted for harvest as nuts (excluding acreages of less than one acre on an insurance unit).

(e) Soybeans planted for harvest as beans excluding soybeans interplanted in the same row with corn.

(f) Winter wheat planted for harvest as grain (insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop is normally harvested).

2. Coverage per acre. (a) The coverage per acre for each insured crop, except cotton shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage) the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date.

However, any production of corn, oats, peanuts, soybeans or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Any production of soybeans interplanted in the same row with corn shall not be counted as production.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production for such acreage, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.

<sup>1</sup> Production and allowances shall be in bushels for corn, oats, soybeans, and wheat, and in pounds for cotton and peanuts.



## PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
6. Each insured crop-----	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushels or pounds of the insured crop per acre on the basis of the insured crop.
7. Each insured crop-----	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the applicable bushels or pounds per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop-----	Acreage with reduced yield due partially to cause(s) not insured against, and partially to cause(s) insured against.	Appraised production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

8. *Definitions.* "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he

cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to any appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the in-

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop-----	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop-----	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop-----	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushels or pounds of the insured crop per acre on the basis of the insured crop.
4. Each insured crop-----	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the applicable bushels or pounds per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop-----	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the applicable bushels or pounds per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.

<sup>1</sup> Production shall be in bushels for all crops.

sured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.61 Illinois.

\$ 420.61-2 Hamilton County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Hamilton County, Ill., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Soybeans planted for harvest as beans.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December

10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall

be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.



## RULES AND REGULATIONS

## § 420.61 Illinois.

## § 420.61-4 Saline County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Saline County, Ill., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Soybeans planted for harvest as beans.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on

the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any

small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

## § 420.61 Illinois.

## § 420.61-5 Wayne County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Wayne County, Ill., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Soybeans planted for harvest as beans.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop



shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage

per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured

crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.62 Indiana.

§ 420.62-1 Hamilton County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Hamilton County, Ind., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Soybeans planted for harvest as beans.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insured period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per bushel determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are



The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

# PRODUCTION

Crop	Acreage classification	Total production
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

§ 420.62 Indiana

§ 420.62-2 Spencer County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE  
POLICY

(Applicable in Spencer)

(Applicable in Spencer County, Ind.,  
Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.  
(b) Corn normally regarded as field corn.

corn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Oats planted for harvest as grain.  
(d) Soybeans planted for harvest as beans.  
(e) Tobacco—types 31 and 35.

(f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall

3. *Insurance period.* Insurance shall be attached at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to (a) any portion of the tobacco crop upon weighing-in at the tobacco warehouse, transfer of interest in the tobacco after harvest, removal of the tobacco from the insurance unit (except for curing, packing or immediate delivery to the tobacco warehouse), or weighing of the tobacco for casing, and (b) any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other crops upon threshing, or with respect to any portion of any crop (except tobacco) upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to tobacco later than February 28 following harvest, unless such time is extended in writing by the Corporation, (b) with respect to any other crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (c) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, oats, soybeans or wheat which will not meet the latest available requirements for a Com-

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production 1
1. Each insured crop-----	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus

That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.

commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per bushel determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of all the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined

in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop, no acreage not released by the Corporation, and all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

Production shall be in bushels for barley, corn, oats, soybeans, and wheat, and pounds for tobacco.



6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at the value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of flax, corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised production for such acreage has been reduced because of cause(s) not insured against.

\* Production shall be in bushels for corn, flax, oats, soybeans, and wheat, and pounds for grain sorghums.

#### PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of flax, corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised production for such acreage has been reduced because of cause(s) not insured against.

\* See footnote on preceding page.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

\$ 420.64 Kansas.

\$ 520.64-1 Franklin County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Franklin County, Kans., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn.

The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Flax planted for harvest as seed.

(c) Grain sorghums planted for harvest as grain.

(d) Oats planted for harvest as grain.

(e) Soybeans planted for harvest as beans.

(f) Winter wheat planted for harvest as grain.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier.



(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.64 Kansas.

\$ 420.64-2 Allen County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Allen County, Kans., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Flax planted for harvest as seed.

(c) Grain sorghums planted for harvest as grain.

(d) Oats planted for harvest as grain.

(e) Soybeans planted for harvest as beans.

(f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain

in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (11) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, flax, oats, soybeans, and wheat, and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.



Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.64 Kansas.

§ 420.64-3 Anderson County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Anderson County, Kan., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Flax planted for harvest as seed.

(c) Grain sorghums planted for harvest as grain.

(d) Oats planted for harvest as grain.

(e) Soybeans planted for harvest as beans.

(f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are, on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage

per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total produc-

tion for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, flax, oats, soybeans, and wheat and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.64 Kansas.

§ 420.64-4 Bourbon County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Bourbon County, Kans., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.

(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Flax planted for harvest as seed.

(d) Grain sorghums planted for harvest as grain.

(e) Oats planted for harvest as grain.

(f) Soybeans planted for harvest as beans.

(g) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all



other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be

an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, flax, oats, soybeans, and wheat and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*  
Discount date: June 30.  
Maturity date: July 31.  
Interest date: October 31.  
Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract.

Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

\$ 420.64 Kansas.

\$ 420.64-5 Cherokee County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Cherokee County, Kans., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Barley planted for harvest as grain.
- (b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.
- (c) Flax planted for harvest as seed.
- (d) Grain sorghums planted for harvest as grain.
- (e) Oats planted for harvest as grain.
- (f) Soybeans planted for harvest as beans.
- (g) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, flax grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.



6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and

interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, flax, oats, soybeans, and wheat, and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under

such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.64 Kansas.

\$ 420.64-6 Leavenworth County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Leavenworth County, Kans., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Barley planted for harvest as grain.
- (b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.
- (c) Grain sorghums planted for harvest as grain.
- (d) Oats planted for harvest as grain.
- (e) Soybeans planted for harvest as beans.
- (f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production of corn left in the field after harvest and the appraised production of corn and grain sorghums harvested.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced, but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, oats, soybeans, and wheat, and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for each unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be real-

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.

<sup>1</sup> Production shall be in bushels for barley, corn, flax, oats, soybeans, and wheat, and pounds for grain sorghums.

ized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



Crop	Acreage classification	Total production:
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

1 See footnote on preceding page.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

4. Protection against loss of quality. In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, corn, flax, grain sorghums, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per

acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation of the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production of the insured crop, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, flax, oats, soybeans, and wheat, and pounds for grain sorghums.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the in-



insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.66 Louisiana.

§ 420.66-1 Lafayette Parish.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Lafayette Parish, La., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Rice planted for harvest.

(d) Sugarcane, including acreage harvested for seed, and excluding (1) acreage of less than one acre on an insurance unit and (2) acreage on which three successive crops have been harvested from one planting. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

(e) Sweet potatoes (excluding acreages of less than one acre on an insurance unit).

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, the rice crop upon threshing, the sugarcane crop upon cutting, the sweetpotato crop upon digging, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10 (January 31 following the normal time of harvest for sugarcane) unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit

later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn or rice which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provisions of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production including an appraisal of corn and sweet potatoes left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons, or pounds harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for corn and sweetpotatoes, pounds for cotton and rice, and tons (rounded to tenths), for sugarcane. Tons of sugarcane shall be adjusted to standard sugarcane (as determined in accordance with regulations issued by the U. S. Department of Agriculture (for the crop year involved)), where any part of the production from the insurance unit is processed for sugar.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured

falls to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void



the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

**7. Date table.**

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

**8. Definitions.** (a) "County" means parish in Louisiana.

(b) For all purposes under the contract sugarcane for harvest within the crop year shall be considered to have been planted as follows: (1) The first crop from seed, on the date the planting operation is actually accomplished, and (2) second and third year crops on November 1 preceding the calendar year in which the crop is normally harvested.

(c) "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

**9. Reduction of premium based on good experience.** The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.66 Louisiana.

\$ 420.66-4 St. Martin Parish.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in St. Martin Parish, La., Beginning With the 1952 Crop Year)

**1. Insurable crops.** For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Rice planted for harvest.

(d) Sugarcane, including acreage harvested for seed, and excluding (1) acreage of less than one acre on an insurance unit and (2) acreage on which three successive crops have been harvested from one planting. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 immediately preceding the closing date for that crop year.

(e) Sweetpotatoes (excluding acreage of less than one acre on an insurance unit).

**2. Coverage per acre.** (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acre-

age released by the Corporation and not planted to a substitute crop.

**3. Insurance period.** Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, the rice crop upon threshing, the sugarcane crop upon cutting, the sweetpotato crop upon digging, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10 (January 31 following the normal time of harvest for sugarcane) unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

**4. Protection against loss of quality.** In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of corn or rice which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

**5. Released crop.** Notwithstanding any other provision of the policy any crop on any

insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

**6. Amount of loss.** (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn and sweet potatoes left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons, or pounds harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for corn and sweet potatoes, pounds for cotton and rice, and tons, (rounded to tenths), for sugarcane. If any part of the sugarcane production from the insurance unit is processed for sugar, the total number of tons of sugarcane shall be adjusted to standard sugarcane (as determined in accordance with regulations issued by the U. S. Department of Agriculture for the crop year involved).

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the

number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured



falls to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

**7. Date table.**

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

**8. Definitions.** (a) "County" means parish in Louisiana.

(b) For all purposes under the contract sugarcane for harvest within the crop year shall be considered to have been planted as follows: (1) The first crop from seed, on the date the planting operation is actually accomplished, and (2) second and third year crops on November 1 preceding the calendar year in which the crop is normally harvested.

(c) "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.66 Louisiana.

§ 420.66-5 Vermilion Parish.

**RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY**

(Applicable in Vermilion Parish, La., Beginning With the 1952 Crop Year)

**1. Insurable crops.** For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Rice planted for harvest.

(d) Sugarcane, including acreage harvested for seed, and excluding (i) acreage of less than one acre on an insurance unit and (ii) acreage on which three successive crops have been harvested from one planting. (Insurance to attach the first crop year of the contract only if the application is filed on or before November 30 immediately preceding the closing date for that crop year.)

(e) Sweet potatoes (excluding acreage of less than one acre on an insurance unit).

**2. Coverage per acre.** (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acre-

age released by the Corporation and not planted to a substitute crop.

**3. Insurance period.** Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, the rice crop upon threshing, the sugarcane crop upon cutting, the sweet potato crop upon digging, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10 (January 31 following the normal time of harvest for sugarcane) unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

**4. Protection against loss of quality.** In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of corn or rice which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

**5. Released crop.** Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the

Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

**6. Amount of loss.** (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

**PRODUCTION SCHEDULE**

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn and sweet potatoes left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons, or pounds harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for corn and sweet potatoes, pounds for cotton and rice, and tons (rounded to tenths), for sugarcane. If any part of the sugarcane production from the insurance unit is processed for sugar, the total number of tons of sugarcane shall be adjusted to standard sugarcane (as determined in accordance with regulations issued by the U. S. Department of Agriculture for the crop year involved).

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than

75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.



(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: October 31.

8. Definitions. (a) "County" means parish in Louisiana.

(b) For all purposes under the contract sugarcane for harvest within the crop year shall be considered to have been planted as follows: (1) The first crop from seed, on the date the planting operation is actually accomplished, and (2) second and third year crops on November 1 preceding the calendar year in which the crop is normally harvested.

(c) "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.68 Maryland.

\$ 420.68-1 Talbot County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Talbot County, Md., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.  
(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, popcorn, broom corn, or corn planted for the development of hybrid seed corn.

(c) Oats planted for harvest as grain.

(d) Soybeans planted for harvest as beans.

(e) Sweet corn planted for commercial processing.

(f) Wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the field or sweet corn crop upon harvesting (picking the field or sweet corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance

unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, field corn, oats, soybeans or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these loan requirements if properly handled, shall be evaluated at the value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any field corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the in-

surable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of field and sweet corn left in the field after harvest and an appraisal of field and sweet corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or ton equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, field corn, oats, and wheat, soybeans, and in tons (rounded to tenths) for sweet corn.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.



## § 420.70 Michigan.

## § 420.70-1 Gratiot County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Gratiot County, Mich., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Barley planted for harvest as grain.
- (b) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.
- (c) Dry edible beans (Pea and medium white).
- (d) Oats planted for harvest as grain.
- (e) Soybeans planted for harvest as beans.
- (f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all in-

sured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for

any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, oats, soybeans, and wheat, pounds for beans, and in bushels for corn grain or in tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*  
Discount date: June 30.  
Maturity date: July 31.  
Interest date: October 31.  
Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

## § 420.70 Michigan.

## § 420.70-2 Kent County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Kent County, Mich., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Alfalfa hay, including any mixture of alfalfa and brome.
- (b) Clover hay, including any mixture of clover and timothy.
- (c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.
- (d) Dry edible beans (pea, medium white, red kidney, cranberry, and yellow eye).
- (e) Oats planted for harvest as grain.
- (f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay, in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers



in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (11) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn (as set forth below), oats or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per bushel determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for oats and wheat, pounds for beans, tons (rounded to tenths) for hay, and in bushels for corn grain or in tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Definitions.* Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to hay means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.70 Michigan.

\$ 420.70-3 Montcalm County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Montcalm County, Mich., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(b) Dry edible beans (pea, medium white, red kidney, cranberry, and yellow eye).

(c) Oats planted for harvest as grain.

(d) Potatoes (excluding acreages of less than one acre on an insurance unit) commonly known as Irish Potatoes.

(e) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (11) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn (as set forth below), oats, potatoes, or wheat which will not meet the



latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest ap-

proved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for oats, and wheat, pounds for beans and potatoes, and in bushels for corn grain or in tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, the following provisions shall apply: The acreage of potatoes which shall be insured on an irrigated basis in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with the supply of irrigation water which

could reasonably be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. Any insurable acreage of potatoes on which the irrigation requirements of this paragraph are not met will be insured on the basis of non-irrigated coverage.

(b) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to potatoes in accordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water.

#### 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract

will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.70 Michigan.

\$ 420.70-4 Jackson County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Jackson County, Mich., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay, including any mixtures containing alfalfa.

(b) Clover hay, including any mixtures containing clover.

(c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time to reasonably expect the corn to mature as grain as determined by the Corporation.

(d) Dry edible beans (pea and medium white).

(e) Oats planted for harvest as grain.

(f) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand at that time sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn (as provided below), oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the pro-



duction of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall

be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for oats and wheat, pounds for beans, tons (rounded to tenths) for hay, and in bushels for corn grain or in tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Definitions.* Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to hay means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract hay for harvest within the crop year shall be considered to have been planted as of the be-

ginning of the insurance period for that crop year.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.70 Michigan.

\$ 420.70-5 Allegan County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Allegan County, Mich., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.

(b) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(c) Oats planted for harvest as grain.

(d) Potatoes (excluding acreage of less than one acre on an insurance unit) commonly known as Irish Potatoes.

(e) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Protection against loss of quality.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, corn (as set forth below), oats, potatoes or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the ap-



praised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, oats and wheat, pounds for potatoes, and in bushels for corn grain or tons (rounded to tenths) for corn silage.

(b) If production from two or more insured units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*  
Discount date: June 30.  
Maturity date: July 31.  
Interest date: October 31.  
Cancellation date: September 30.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.  
The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.  
That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.  
The appraised production or the actual production, including an appraisal of corn left in the field after harvest.  
Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.  
Appraised number for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.  
Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Protection against loss of quality.* In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, corn, (as set forth below), oats, potatoes, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.  
5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.

<sup>1</sup> Production shall be in bushels for barley, oats, and wheat, pounds for beans and potatoes, and in bushels for corn grain or tons (rounded to tenths) for corn silage.



PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

(b) If production from two or more insurance units is commingled and the insured falls to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

\$ 420.71 Minnesota.

\$ 420.71-9 Sherburne County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Sherburne County, Minn., Beginning with the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Rye planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

(d) Soybeans planted for harvest as beans.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, oats, rye or soybeans which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the

Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been

report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive



## RULES AND REGULATIONS

years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

§ 420.75 Nebraska.

§ 420.75-1 Pawnee County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Pawnee County, Nebr., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay and mixtures of brome and alfalfa hay.

(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Grain sorghums planted for harvest as grain.

(d) Oats planted for harvest as grain.

(e) Wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay, in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand at that time sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, grain sorghums, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at the value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Cor-

poration subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the

acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, oats and wheat; pounds for grain sorghums, and tons (rounded to tenths) for hay.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa and mixtures of brome and alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa and mixtures of brome and alfalfa for harvest within the crop year shall be con-

sidered to have been planted as of the beginning of the insurance period for that crop year.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

§ 420.75 Nebraska.

§ 420.75-2 Antelope County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Antelope County, Nebr., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:



(a) Barley planted for harvest as grain.  
(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Oats planted for harvest as grain.  
(d) Rye planted for harvest as grain.  
(e) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, oats, rye, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed

for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production

shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, oats, rye, and wheat.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such unit(s) forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.75 Nebraska.

\$ 420.75-3 Washington County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Washington County, Nebr., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Oats planted for harvest as grain.

(c) Soybeans planted for harvest as beans.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop



and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of corn, oats, soybeans, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured in-

terest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

#### PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, oats, soybeans, and wheat.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of in-

ured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

\$ 420.78 New Jersey.

\$ 420.78-1 Monmouth County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Monmouth County, N. J., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.

(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Potatoes, commonly known as Irish potatoes, excluding acreage of less than one acre on an insurance unit.

(d) Snap beans, excluding acreage of less than one acre on an insurance unit.

(e) Soybeans planted for harvest as beans.

(f) Sweet corn, excluding acreage of less than one acre on an insurance unit.

(g) Tomatoes planted for commercial purposes, excluding acreage of less than one acre on an insurance unit.

(h) Wheat planted for harvest as grain.

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except snap beans, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for snap beans shall be reduced 60 percent for any acreage on which the insured fails to get a stand sufficient that farmers in the area generally would leave the crop for harvest, as determined by the Corporation.

3. *Insured acreage.* In addition to the provisions of section 4 of the policy, insurance also shall not attach with respect to any acreage planted to an insured crop too early or too late to expect a normal crop to be produced as determined by the Corporation.

4. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the field corn or sweet corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the snap bean crop upon picking, cutting or pulling, the tomato crop upon picking, the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. *Protection against loss of quality.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, field corn, potatoes, soybeans or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

6. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

7. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total



thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop

on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except snap beans.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of boxes, bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop; and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except snap beans.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Snap beans.....	Acreage on which a sufficient stand is not obtained that farmers in the area generally would leave the crop for harvest, as determined by the Corporation.	Zero appraisal.
4. Snap beans.....	Acreage on which a sufficient stand is obtained that farmers in the area generally would leave the crop for harvest, as determined by the Corporation.	The appraised production or the actual production.
5. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the box, bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
6. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of boxes, bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable box, bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of boxes, bushels, pounds or tons harvested.
7. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of boxes, bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, field corn, snap beans, soybeans and wheat; pounds for potatoes, boxes (100 ear) for sweet corn, and tons (rounded to tenths) for tomatoes.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. Definitions. (a) Notwithstanding any other provisions of the contract, each planting or replanting of snap beans shall be considered as a separate crop for all purposes under the contract, except that all acreage of snap beans shall be considered as one crop for computing the premium.

(b) For all purposes under the contract, any crop which is transplanted shall be con-

sidered to have been planted at the time of transplanting to the field.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.80 New York.

\$ 420.80-1 Monroe County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Monroe County, N. Y., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.

(b) Cabbage (excluding acreages of less than one acre on an insurance unit.)

(c) Canning peas planted for commercial processing.

(d) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time to reasonably expect the corn to mature as grain as determined by the Corporation.

(e) Dry edible beans (Pea, medium white, red kidney, and white marrow).

(f) Oats planted for harvest as grain.

(g) Tomatoes planted for commercial purposes (excluding acreages of less than one acre on an insurance unit).

(h) Winter wheat planted for harvest as grain.

(i) Mixtures of oats and spring barley planted for harvest as grain.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Determining coverage(s) and premium rate(s) for mixtures. (a) If a mixture of oats and spring barley is seeded the oats coverage shall apply.

(b) For the purpose of determining the amount of premium a mixture of oats and spring barley shall be considered as oats.

4. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the canning pea crop upon harvesting, the cabbage crop upon cutting, the tomato crop upon picking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the submission of a claim for indemnity.

5. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

6. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

7. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on



the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. In determining production on acreage where a mixture of oats and spring barley is insured, all production shall be

counted as oats on a weight basis. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats and wheat, pounds for beans, tons (rounded to tenths) for canning peas, cabbage and tomatoes, and in bushels for corn grain or in tons (rounded to tenths) for corn silage.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. Definitions. For all purposes under the contract time of planting for any crop which is transplanted refers to transplanting the plants in the field.

10. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years

of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.83 Ohio.

\$ 420.83-1 Ashtabula County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Ashtabula County, Ohio, Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay, including mixtures of alfalfa and brome and alfalfa and clover.

(b) Clover hay, including mixtures of clover and timothy and clover and alfalfa.

(c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(d) Spring oats planted for harvest as grain.

(e) Winter wheat planted for harvest as grain.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Determining coverage(s) and premium rate(s) for mixtures of hay. For the purposes of determining the coverage(s) and the amount of premium, mixtures of (a) alfalfa

and brome shall be considered as alfalfa, (b) clover and timothy as clover, and (c) alfalfa and clover as that type of hay (alfalfa or clover) whichever predominates at beginning of the insurance period.

4. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay, on which insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (11) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn (as set forth below), oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per bushel determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

6. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

7. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not har-



vested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured

crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop minus the number of bushels or tons harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for oats and wheat, tons (rounded to tenths) for hay, and in bushels for corn grain or tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. Definitions. Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to hay means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

10. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this

paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.83 Ohio.

\$ 420.83-2 Clermont County.

## RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Clermont County, Ohio, Beginning With the 1952 Crop Year)

1. Insurance crops. For the purpose of the multiple crop insurance program the insured crops are:

(a) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time to reasonably expect the corn to mature as grain as determined by the Corporation.

(b) Soybeans planted for harvest as beans.

(c) Tobacco—type 31.

(d) Winter wheat planted for harvest as grain.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to (a) any portion of the tobacco upon weighing-in at the tobacco warehouse, transfer of interest in the tobacco after harvest, removal of the tobacco from the insurance unit (except for curing, packing or immediate delivery to the tobacco warehouse), or weighing of the tobacco for casing, and (b) any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other crops upon threshing, or with respect to any portion of any crop (except tobacco) upon removal from the field, whichever is

earlier. However, in no event shall insurance remain in effect (a) with respect to tobacco later than February 28 following harvest, unless such time is extended in writing by the Corporation, (b) with respect to any other crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (c) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn (as set forth below), soybeans or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop-----	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop-----	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop-----	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop-----	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
5. Each insured crop-----	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for soybeans and wheat, pounds for tobacco, and in bushels for corn grain or in tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

## 8. Reduction of premium based on good experience.

The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over in-

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (11) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of corn, grain sorghums, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the

Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghums may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation or where vetch is seeded with an insured small grain crop, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Cotton-----	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.

<sup>1</sup> Production shall be in bushels for corn, oats, and wheat, and pounds for cotton and grain sorghums.



## PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such unit(s) forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. *Definitions.* "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

9. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.85 Oregon.

\$ 420.85-1. Linn County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Linn County, Ore., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program, the insurable crops are:

(a) Austrian winter peas planted in the fall for harvest as seed.

(b) Barley planted for harvest as grain.

(c) Mixtures of any two or more of the following crops: Oats, wheat, barley, vetch, common rye grass and Austrian winter peas, as defined in this section.

(d) Oats planted for harvest as grain.

(e) Common rye grass planted for harvest as seed.

(f) All types of vetch planted in the fall for harvest as seed which are supported under the Commodity Credit Corporation loan program.

(g) Wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Determining coverage(s) and premium rate(s) for mixtures.* (a) If a mixture is planted which consists of oats, wheat or barley (hereinafter called cereal grains), and vetch, common rye grass or Austrian winter peas (hereinafter called seed crops) the applicable seed crop coverage shall apply if the Corporation determines that the amount of the cereal grain in the mixture does not exceed the customary amount seeded to facilitate the production of the seed crop, but if the Corporation determines that more than the customary amount of the cereal grain is in the mixture, the coverage for the cereal grain shall apply. If a mixture of wheat or barley and oats is planted, the oats coverage shall apply. If a mixture of common rye grass and vetch, or a mixture of common rye grass, vetch and a cereal grain, is planted the common rye grass coverage shall apply.

(b) For the purpose of determining the amount of premium, (1) a mixture of any seed crop and a cereal grain shall be considered as the applicable seed crop, (2) a mixture of wheat or barley and oats shall be considered as oats, and (3) a mixture of common rye grass and vetch or a mixture of common rye grass, vetch and a cereal grain shall be considered as common rye grass.

4. *Insurance period.* Insurance shall attach at the time of planting to any insured

acreage of any insured crop, except that for common rye grass initially planted in the spring insurance shall attach on November 1 following the planting provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest as seed the following harvest season. Insurance shall cease with respect to any portion of the insured crops upon threshing or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of Austrian winter peas, barley, oats, common rye grass, vetch or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

6. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

7. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. In determining production on acreage where a mixture of wheat or barley and oats is insured, all production shall be counted as oats on a weight basis. In determining production on acreage where any other mixture is insured, the production of each commodity shall be determined and handled separately. Where any small grain is planted with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## RULES AND REGULATIONS

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, oats and wheat, and in pounds for Austrian winter peas, common rye grass and vetch.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with respect to common rye grass initially planted in the spring means the period beginning with the first day of the insurance period and ending upon harvest and shall be designated by reference to the calendar year in which the crop is normally harvested. For all purposes under the contract common rye grass for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

10. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.85 Oregon.

\$ 420.85-2 Malheur County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Malheur County, Oreg., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay. (Insurance to attach the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

(b) Barley planted for harvest as grain. (Insurance to attach to winter barley the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

(c) Oats planted for harvest as grain. (Insurance to attach to winter oats the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

(d) Potatoes (excluding acreages of less than one acre on an insurance unit) commonly known as Irish Potatoes.

(e) Red clover planted for harvest as hay or seed. (Insurance to attach the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

(f) Sugar beets planted for production of sugar.

(g) Wheat planted for harvest as grain. (Insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before October 31 preceding the calendar year in which the crop for that crop year is normally harvested.)

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except sugar beets, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for sugar beets not lifted and topped shall be reduced as follows:

(i) 80 percent for any acreage released by the Corporation because of damage occurring prior to thinning.

(ii) 60 percent for any acreage which is released by the Corporation because of damage occurring after thinning and planted to a substitute crop.

(iii) 25 percent for any acreage which is released by the Corporation because of damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except alfalfa and red clover in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave the crop for harvest the following harvest season. Insurance shall cease with respect to any portion of the alfalfa crop upon baling or stacking, the red clover crop upon baling, stacking or threshing, the potato crop upon digging, the sugar beet crop upon lifting and topping, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, oats, potatoes or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case



of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except sugar beets.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production (on the basis of hay for red clover) for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except red clover and sugar beets.	Acreage not planted to a substitute crop.	The appraised production or the actual production.
3. Red clover.....	Acreage not planted to a substitute crop.	The actual production of hay and seed for acreage harvested (except that the Corporation may count the appraised production for seed in place of the hay production for any cutting) and the appraised production (the appraisal for hay or the appraisal for seed, or both, whichever the Corporation elects) for (1) acreage pastured or (2) production not harvested.
4. Sugar beets.....	Acreage released by the Corporation because of damage occurring prior to thinning.	The production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
5. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
6. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.	That portion of the appraised production for such acreage which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price for the crop, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton equivalent represented by the reduced coverage applicable to such acreage.
7. Sugar beets.....	Acreage on which the sugar beets are lifted and topped.	Actual production.
8. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
9. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons, or pounds, by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons or pounds harvested.
10. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats, and wheat, in pounds for potatoes and red clover seed, and in tons (rounded to tenths) for alfalfa, red clover hay and sugar beets.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. Irrigated acreage. (a) In addition to the provisions of section 4 of the policy the

following provisions shall apply: (1) The acreage of insured crops which shall be insured in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which reasonably could be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. (2) Insurance shall not attach with respect to acreage planted to insurable crops (i) the first year after being leveled or (ii) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irri-

gation water to any insurable crop in accordance with good farming practices, as determined by the Corporation and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

## 8. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

9. Definitions. Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa and red clover means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa and red clover for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

10. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

(SEAL)

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.85 Oregon.

\$ 420.85-3 Marion County.

RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Marion County, Oregon, Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alta fescue (planted in rows only) for seed.

(b) Alfalfa hay.

(c) Barley planted for harvest as grain.

(d) Clover hay including any mixture containing a predominance of clover.

(e) Common or Willamette vetch planted in the fall for harvest as seed.

(f) Mixtures of oats or wheat with vetch and/or Austrian winter peas, planted for hay.

(g) Oats planted for harvest as grain.

(h) Wheat planted for harvest as grain.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50% for any acreage released by the Corporation and planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop except alta fescue, alfalfa and clover hay in which cases insurance shall attach on November 1 (preceding harvest) provided there is a stand at that time sufficient that farmers generally in the area would leave the applicable crop for harvest the following harvest season. Insurance shall cease with respect to any portion of the hay crops upon baling or stacking, and all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, which-



ever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Protection against loss of quality.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of alta fescue, barley, oats, vetch or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage

per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where vetch for seed is planted with an insured small grain crop, the production of each commodity shall be determined and counted separately. Where any small grain is planted with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop. The appraised production or the actual production.
2. Each insured crop.....	Acreage not planted to a substitute crop.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds or tons harvested.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds or tons by which production for such acreage has been reduced because of cause(s) not insured against.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	

<sup>1</sup> Production shall be in bushels for barley, oats and wheat—pounds for alta fescue and vetch, and tons (rounded to tenths) for hay.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with re-

spect to alta fescue, alfalfa hay and clover hay means the period beginning with the first day of the insurance period and ending upon harvest and shall be designated by reference to the calendar year in which the crop is normally harvested. For all purposes under the contract alta fescue, alfalfa hay and clover hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.86 Pennsylvania.

\$ 420.86-1 Lebanon County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Lebanon County, Pa. Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted in the fall for harvest as grain.

(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Oats planted in the spring for harvest as grain.

(d) Tobacco, type 41.

(e) Wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to (a) any portion of the tobacco crop upon weighing-in at the tobacco warehouse, transfer of interest in the tobacco after harvest, removal of the tobacco from the insurance unit (except for curing, packing or immediate delivery to the tobacco warehouse), or weighing of the tobacco for casing, and (b) any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop (except tobacco) upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to tobacco later than March 31 following harvest, unless such time is extended in writing by the Corporation, (b) with respect to any other crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (c) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the applicable cancellation date.

However, any production of barley, corn, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these loan requirements if properly handled, shall be evaluated at the value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage specified on the acreage report is less than the premium com-



these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

(a) Barley planted for harvest as grain. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Oats planted for harvest as grain. (d) Potatoes (excluding acreage of less than one acre on an insurance unit) commonly known as Irish Potatoes.

(e) Wheat planted for harvest as grain. 2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop. 3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the potato crop upon digging, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insured crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn, oats, potatoes or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production of the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.

<sup>1</sup> Production and allowances shall be in bushels for barley, corn, oats and wheat; and in pounds for potatoes.

not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of an uninsured volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production of the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) the acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop minus the number of bushels, or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, oats and wheat and in pounds for tobacco.

(b) If production from two or more insured units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

Approved: Beginning with the 1952 crop year.

(SEAL) FEDERAL CROP INSURANCE CORPORATION.

\$ 420.86 Pennsylvania.

\$ 420.86-2 Somerset County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Somerset County, Pa., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

Discount date: June 30.  
Maturity date: July 31.  
Interest date: October 31.  
Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured



## PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushels or pound equivalent of the coverage per acre on the basis of the predetermined price for the acreage.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL] FEDERAL CROP INSURANCE CORPORATION.

## § 420.90 Tennessee.

## § 420.90-3 Franklin County.

## RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Franklin County, Tenn., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

- Alfalfa hay.
- Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.
- Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.
- Crimson clover planted for harvest as seed.
- Potatoes (excluding acreage of less than one acre on an insurance unit) commonly known as Irish potatoes.
- Tobacco, type 31.

(g) Wheat planted for harvest as grain. 2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except alfalfa in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farm-

ers in the area generally would leave the crop for harvest the following harvest season. Insurance shall cease with respect to (a) any portion of the tobacco crop upon weighing-in at the tobacco warehouse, transfer of interest in the tobacco after harvest, removal of the tobacco from the insurance unit (except for curing, packing or immediate delivery to the tobacco warehouse), or weighing of the tobacco for casing, (b) any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, the hay crop upon baling or stacking, the potato crop upon digging, all other crop upon threshing, or with respect to any portion of any crop (except tobacco) upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to tobacco later than February 28 following harvest unless such time is extended in writing by the Corporation, (b) with respect to any other crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (c) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Protection against loss of quality.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of corn, potatoes or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Cor-

poration subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any crop may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage reported to the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds, or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Cotton.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not harvested and (2) dividing the result thus obtained by the predetermined price.

<sup>1</sup> Production shall be in bushels for corn and wheat, in pounds for cotton, crimson clover seed, potatoes, and tobacco and in tons (rounded to tenths) for hay.



## PRODUCTION SCHEDULE—Continued

Crop	Acreage classification	Total production <sup>1</sup>
4. Cotton.....	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result, thus obtained by the predetermined price.
5. Cotton.....	Acreage harvested.....	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.
8. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> See footnote on preceding page.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

#### 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Definitions. (a) Notwithstanding the provisions of section 24 (d) of the policy, "crop year" with respect to alfalfa hay means the 12-month period beginning each year with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

(b) For all purposes under the contract alfalfa hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

(c) "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

No. 233—7

\$ 420.91 Texas.

\$ 420.91-1 Johnson County.

#### RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Johnson County, Tex., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley (fall seeded) planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested.)

(b) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(d) Grain sorghums planted for harvest as grain.

(e) Oats (fall seeded) planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested.)

(f) Peanuts (Spanish) planted for harvest as nuts.

(g) Winter wheat planted for harvest as grain. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop is normally harvested.)

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn

crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any insured crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date.

However, any production of barley, corn, grain sorghums, oats, peanuts, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) Multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all production of vetch shall be counted as production of such small grain on a weight basis. The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage released by the Corporation which is not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.	Acreage harvested.	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop.	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, corn, oats, and wheat and pounds for cotton, peanuts, and grain sorghums.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Definitions. "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

9. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if

he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION

\$ 420.91 Texas.

\$ 420.91-2 Runnels County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Runnels County, Tex., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(b) Grain sorghums for harvest as grain.

(c) Oats (fall seeded only) planted for harvest as grain.

(d) Winter wheat planted for harvest as grain.

2. Coverage per acre. (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the cotton crop upon picking and all other insured crops upon threshing, or with respect to any portion of any insured crop upon removal from the field, whichever is earlier. However in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10 unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of grain sorghums, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all production of vetch shall be counted as production of such grain crop on a weight basis.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage released by the Corporation which is not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of grain sorghums used for ensilage or fodder.
3. Cotton	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton	Acreage harvested	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop.	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for oats and wheat, and pounds for cotton and grain sorghums.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Definitions. "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

9. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an

indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

§ 420.91 Texas.

§ 420.91-3 Tarrant County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Tarrant County, Tex., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn normally regarded as field corn, including corn with which soybeans are interplanted. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Grain sorghums planted for harvest as grain.

(d) Oats (fall only) planted for harvest as grain.

(e) Peanuts (Spanish) planted for harvest as nuts.

(f) Winter wheat planted for harvest as grain.

2. Coverage per acre. (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested acreage released by the Corporation and not planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the cotton crop upon picking, all other insured crops upon threshing, or with respect to any portion of any insured crop upon removal from the field, whichever is earlier. However in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Protection against loss of quality. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of corn, grain sorghums, oats, peanuts, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn or grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small grain crop all



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production of vetch shall be counted as production of such small grain crop on a weight basis. The Corporation reserves the right to

determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage released by the Corporation which is not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn and grain sorghums used for ensilage or fodder.
3. Cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton.	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton.	Acreage harvested.	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop.	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop.	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop.	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for corn, oats, and wheat and pounds for cotton, peanuts, and grain sorghums.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Definitions. "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an

amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.91 Texas.

\$ 420.91-4 Taylor County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Taylor County, Tex., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley (fall only) planted for harvest as grain.

(b) Cotton, restricted to American upland cotton and not including cotton planted primarily for experimental purposes.

(c) Grain sorghums planted for harvest as grain.

(d) Oats (fall only) planted for harvest as grain.

(e) Winter wheat planted for harvest as grain.

2. Coverage per acre. (a) The coverage per acre for each insured crop, except cotton, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for cotton which is not harvested shall be reduced as follows: (1) 60 percent for any acreage released by the Corporation and planted to a substitute crop and (2) 25 percent for any unharvested

acreage released by the Corporation and not planted to a substitute crop.

3. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the cotton crop upon picking and all other insured crops upon threshing, or with respect to any portion of any insured crop upon removal from the field, whichever is earlier. However in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. Protection against loss of quality. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. However, any production of barley, grain sorghums, oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any grain sorghum may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where vetch is grown with an insured small-grain crop all production of vetch shall be counted as production of such small grain crop on a weight basis. The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except cotton.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except cotton.	Acreage released by the Corporation which is not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of grain sorghums used for ensilage or fodder.
3. Cotton	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
4. Cotton	Acreage released by the Corporation which is not harvested and not planted to a substitute crop.	That portion of the appraised production which is in excess of the number of pounds determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were harvested and (2) dividing the result thus obtained by the predetermined price.
5. Cotton	Acreage harvested	Production, including an appraisal of production left in the field after harvest.
6. Each insured crop	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
7. Each insured crop	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or pound equivalent of the coverage per acre, on the basis of the predetermined price for the crop, minus the number of bushels or pounds harvested.
8. Each insured crop	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for barley, oats, and wheat, and pounds for cotton, and grain sorghums.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production of cotton, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

8. Definitions. "Harvest" with respect to any acreage of cotton means the removal (by manual or mechanical means) of an amount of cotton from the stalk which is equal in value (based on the predetermined price) to 10 percent or more of the coverage for such acreage.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.92. Utah.

\$ 420.92-1 Duchesne County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Duchesne County, Utah, Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

- (a) Alfalfa for hay.
- (b) Barley planted for harvest as grain.
- (c) Corn planted for silage.
- (d) Oats planted for harvest as grain.
- (e) Wheat planted for harvest as grain.
- (f) Mixtures of any two or more of the following crops: Barley, oats, and wheat, as defined in this section.

2. Coverage per acre. The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. Determining coverage(s) and premium rate(s) for mixtures. (a) If a mixture of barley and wheat is seeded, the barley coverage shall apply. If any insurable mixture containing oats is seeded the oats coverage shall apply.

(b) For the purpose of determining the amount of premium, a mixture of barley and wheat shall be considered as barley and any insurable mixture containing oats shall be considered as oats.

4. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop except alfalfa in which case insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect

to any portion of the hay crop upon baling or stacking, the corn crop upon harvesting (cutting the corn for ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, oats or wheat (excluding insurable mixtures of any of these crops) which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

6. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

7. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. In determining production on acreage where a mixture of barley and wheat is insured, all the production shall be counted as barley on a weight basis, and where any insurable mixture containing oats is insured, all the production shall be counted as oats on a weight basis. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## RULES AND REGULATIONS

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop-----	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop-----	Acreage not planted to a substitute crop.	The appraised production or the actual production.
3. Each insured crop-----	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop-----	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or tons harvested.
5. Each insured crop-----	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats, and wheat, and in tons (rounded to tenths) for alfalfa and corn silage.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

8. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, the following provisions shall apply: (1) The acreage of insured crops in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which could reasonably be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. (2) Insurance shall not attach with respect to (i) acreage planted to insurable crops the first year after being leveled, or (ii) acreage the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

9. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

10. *Definitions.* Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested. For all purposes under the contract alfalfa for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

11. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.96 *West Virginia.*

\$ 420.96-1 *Berkeley County.*

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Berkeley County, W. Va., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Barley planted for harvest as grain.

(b) Corn normally regarded as field corn. The contract will not provide insurance for true type silage corn, corn planted thick for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

(c) Oats planted for harvest as grain.

(d) Winter wheat planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date.

However, any production of barley, oats, corn, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that any corn may be used for ensilage or fodder without a release by the Corporation if the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. (In any case where the Corporation exercises its right to limit the insured acreage of any crop to the allotment or permitted acreage established for such crop, the acreage of that crop approved by the Corporation on the acreage report shall be considered as the planted acreage in computing the amount of loss, and the production for such acreage shall be its proportionate part of the total production from all the acreage of that crop.) However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium



computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all

production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest and an appraisal of corn used for ensilage or fodder.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels harvested.
5. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production shall be in bushels for all crops.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE  
CORPORATION.

\$ 420.97 Wisconsin.

\$ 420.97-2 Waupaca County.

## RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Waupaca County, Wis., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay, including any mixtures containing alfalfa.

(b) Clover hay, including any mixtures containing clover.

(c) Barley planted for harvest as grain.

(d) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time to reasonably expect the corn to mature as grain as determined by the Corporation.

(e) Oats planted for harvest as grain.

2. *Coverage per acre.* The coverage per acre for each insured crop shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay in which case insurance shall attach on October 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corpora-

tion, and (b) with respect to any insurance unit later than the submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date.

However, any production of barley, corn (as set forth below), or oats which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be eligible for a quality adjustment it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. (In any case where the Corporation exercises its right to limit the insured acreage of any crop to the allotment or permitted acreage established for such crop, the acreage of that crop approved by the Corporation on the acreage report shall be considered as the planted acreage in computing the amount of loss, and the production for such acreage shall be its proportionate part of the total production from all the acreage of that crop.) However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop. Where oats are seeded in an insured growing hay crop on acreage not released by the Corporation, all production of oat hay shall be counted as production of the insured hay crop. Where corn for fodder is insured the grain content shall be counted as production.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.



## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop.....	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop.....	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
4. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels or tons harvested.
5. Each insured crop.....	Acreage with reduced yield partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, corn harvested or to be harvested for grain or fodder, and oats, tons (rounded to tenths) for hay, and corn harvested for ensilage.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

## 7. Date table.

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: September 30.

8. Definitions. Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to hay means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

9. Reduction of premium based on good experience. The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

## \$ 420.98 Wyoming.

## \$ 420.98-1 Platte County.

## RIDER No. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Platte County, Wyo., Beginning With the 1952 Crop Year)

1. Insurable crops. For the purpose of the multiple crop insurance program the insurable crops are:

(a) Alfalfa hay. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

(b) Barley (spring only) planted for harvest as grain.

(c) Corn planted for grain, silage or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time reasonably to expect the corn to mature as grain as determined by the Corporation.

(d) Dry edible beans (Pinto and Great Northern).

(e) Oats (spring only) planted for harvest as grain.

(f) Sugar beets planted for production of sugar.

(g) Wheat planted for harvest as grain. (Insurance to attach to winter wheat the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

2. Existing crop insurance contract. The acceptance by the Corporation of a multiple crop insurance application shall not cancel any existing wheat crop insurance contract between the insured and the Corporation.

3. Coverage per acre. (a) The coverage per acre for each insured crop, except sugar beets, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for sugar beets not lifted and topped shall be reduced as follows:

(i) 80 percent for any acreage released by the Corporation because of damage occurring prior to thinning.

(ii) 60 percent for any acreage which is released by the Corporation because of damage occurring after thinning and planted to a substitute crop.

(iii) 25 percent for any acreage which is released by the Corporation because of

damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.

4. Insurance period. Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay on which insurance shall attach on November 1 (preceding harvest) provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the sugar beet crop upon lifting and topping, the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (i) the end of the normal harvest period for such crop or (ii) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

5. Predetermined price for valuing production. In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), oats, or wheat which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be so evaluated for poor quality it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

6. Released crop. Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

7. Amount of loss. (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any true type silage corn and corn planted thick for silage but not harvested as silage shall be



counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer crop produced with an insured crop, the produc-

tion of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except sugar beets.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, tons, or pounds determined by (1) subtracting the total coverage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except sugar beets.	Acreage not planted to a substitute crop.	The appraised production or the actual production, including an appraisal of corn left in the field after harvest.
3. Sugar beets.....	Acreage released by the Corporation because of damage occurring prior to thinning.	The production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
4. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
5. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.	That portion of the appraised production for such acreage which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price for the crop, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
6. Sugar beets.....	Acreage on which the sugar beets are lifted and topped.	Actual production.
7. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, ton or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop.
8. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, tons or pounds by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, ton, or pound equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, tons or pounds harvested.
9. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, tons, or pounds by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley, oats and wheat, pounds for beans, tons (rounded to tenths) for sugar beets and alfalfa, and in bushels for corn grain or tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

8. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, the following provisions shall apply: (1) The acreage of insured crops in any year shall

not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which could reasonably be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. (2) Insurance shall not attach with respect to acreage planted to insured crops (1) the first year after being leveled or (2) the first year such acreage is irrigated.

(b) In addition to the causes of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accordance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm

where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

9. *Date table.*

Discount date: June 30.

Maturity: July 31.

Interest date: October 31.

Cancellation date: August 31.

10. *Definitions.* Notwithstanding the provisions of section 24 (d) "crop year" with respect to alfalfa means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

For all purposes under the contract alfalfa for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

11. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE CORPORATION.

\$ 420.98 Wyoming.

\$ 420.98-2 Washakie County.

RIDER NO. 1 TO THE MULTIPLE CROP INSURANCE POLICY

(Applicable in Washakie County, Wyo., Beginning With the 1952 Crop Year)

1. *Insurable crops.* For the purpose of the multiple crop insurance program the insurable crops are:

(a) Corn planted for grain, silage, or fodder but not including sweet corn, popcorn, broom corn, or corn planted for the development of hybrid seed corn. However, corn for fodder will not be insured unless it is planted in time to reasonably expect the corn to mature as grain as determined by the Corporation.

(b) Barley (spring only) planted for harvest as grain.

(c) Dry edible beans (Pinto and Great Northern).

(d) Oats (spring only) planted for harvest as grain.

(e) Sugar beets planted for production of sugar.

(f) Tame hay. (Insurance to attach the first crop year of the contract only if the application is filed on or before September 30 preceding the calendar year in which the crop for that crop year is normally harvested.)

2. *Coverage per acre.* (a) The coverage per acre for each insured crop, except sugar beets, shall be reduced 50 percent for any acreage released by the Corporation and planted to a substitute crop.

(b) The coverage per acre for sugar beets not lifted and topped shall be reduced as follows:

(1) 80 percent for any acreage released by the Corporation because of damage occurring prior to thinning.

(2) 60 percent for any acreage which is released by the Corporation because of dam-



## RULES AND REGULATIONS

age occurring after thinning and planted to a substitute crop.

(iii) 25 percent for any acreage which is released by the Corporation because of damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.

3. *Insurance period.* Insurance shall attach at the time of planting to any insured acreage of any insured crop except hay on which insurance shall attach on November 1 (preceding harvest), provided there is a stand on that date sufficient that farmers in the area generally would leave it for harvest the following harvest season. Insurance shall cease with respect to any portion of the corn crop upon harvesting (picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage), the sugar beet crop upon lifting and topping, the hay crop upon baling or stacking, all other insured crops upon threshing, or with respect to any portion of any crop upon removal from the field, whichever is earlier. However, in no event shall insurance remain in effect (a) with respect to any crop later than the earlier of (1) the end of the normal harvest period for such crop or (2) December 10, unless such time is extended in writing by the Corporation, and (b) with respect to any insurance unit later than the date of submission of a claim for indemnity.

4. *Predetermined price for valuing production.* In determining any loss under the contract, production of each insurable crop shall be evaluated at the predetermined price established by the Corporation for that crop and shown on the county actuarial table. The predetermined prices for the 1952 crop year are on file in the county office and for any subsequent crop year shall be on file in the county office at least 15 days prior to the cancellation date. However, any production of barley, corn (as set forth below), or oats which will not meet the latest available requirements for a Commodity Credit Corporation loan or support because of poor quality due to insurable causes, and would not meet these requirements if properly handled, shall be evaluated at a value per unit determined by the Corporation. In order for corn to be eligible for a quality adjustment it must be a variety of corn adapted to the production of corn for grain and must be harvested as grain or fodder.

5. *Released crop.* Notwithstanding any other provision of the policy any crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

6. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the insurable acreage (exclusive of any acreage to which insurance did not attach) planted to each insured crop by the applicable coverage per acre, and the result by the insured interest, and (2) subtracting from the total thereof the insured interest in the value (based on the predetermined price) of the total production on such acreage of all insured crops. However, the amount of loss so determined shall be reduced if the premium computed for the insurance unit on the basis of the acreage and interest approved by the Corporation on the acreage report is less than the premium computed for the planted acreage on the insurance unit. This reduction shall be made on the basis of the ratio of the premium computed for the acreage and interest as approved by the Corporation on the acreage report to the premium computed for the planted acreage. The total production for each insured crop on the insurance unit shall include all production determined in accordance with the production schedule below. Production of corn shall be counted as grain, except that production for any corn harvested for silage and the appraised production for any

true type silage corn and corn planted thick for silage but not harvested as silage shall be counted as corn silage. Where any small grains are seeded with an insured growing small grain crop on acreage not released by the Corporation, all production shall be counted as the insured small grain on a weight basis. In the case of a volunteer

crop produced with an insured crop, the production of such volunteer crop shall be included in determining the production of the insured crop.

The Corporation reserves the right to determine the amount of production on the basis of an appraisal of any unharvested crop standing in the field.

## PRODUCTION SCHEDULE

Crop	Acreage classification	Total production <sup>1</sup>
1. Each insured crop except sugar beets.	Acreage released by the Corporation and planted to a substitute crop.	That portion of the appraised production for such acreage which is in excess of the number of bushels, pounds or tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if it were not planted to a substitute crop, and (2) dividing the result thus obtained by the predetermined price for the crop.
2. Each insured crop except sugar beets.	Acreage not planted to a substitute crop.	The appraised production or the actual production including an appraisal of corn left in the field after harvest.
3. Sugar beets.....	Acreage released by the Corporation because of damage occurring prior to thinning.	The production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
4. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and planted to a substitute crop.	That portion of the appraised production which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
5. Sugar beets.....	Acreage released by the Corporation because of damage occurring after thinning and which is not planted to a substitute crop and not lifted and topped.	That portion of the appraised production for such acreage which is in excess of the number of tons determined by (1) subtracting the total coverage for such acreage from what the total coverage for such acreage would be if the sugar beets were lifted and topped, and (2) dividing the result thus obtained by the predetermined price for the crop, plus the production obtained by dividing the amount of any abandonment payment paid or to be paid to the insured with respect to such acreage under any act of Congress including the Sugar Act of 1948, by the predetermined price, but not in excess of the ton-equivalent represented by the reduced coverage applicable to such acreage.
6. Sugar beets.....	Acreage on which the sugar beets are lifted and topped.	Actual production.
7. Each insured crop.....	Acreage put to another use without the consent of the Corporation.	Appraised production for such acreage but not less than the product of (1) such acreage and (2) the bushel, pound or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop.
8. Each insured crop.....	Acreage with reduced yield due solely to cause(s) not insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced but not less than the product of (1) such acreage and (2) the applicable bushel, pound, or ton equivalent of the coverage per acre on the basis of the predetermined price for the crop, minus the number of bushels, pounds, or tons harvested.
9. Each insured crop.....	Acreage with reduced yield due partially to cause(s) not insured against and partially to cause(s) insured against.	Appraised number of bushels, pounds, or tons by which production for such acreage has been reduced because of cause(s) not insured against.

<sup>1</sup> Production and allowances shall be in bushels for barley and oats, pounds for beans, tons (rounded to tenths) for hay and sugar beets, and in bushels for corn grain or tons (rounded to tenths) for corn silage, whichever is applicable.

(b) If production from two or more insurance units is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, the Corporation may allocate the commingled production between the units involved in any manner it deems appropriate or void the insurance on the insurance units involved and declare the premium(s) for such units forfeited by the insured. If production from uninsured acreage and insured acreage is commingled and the insured fails to establish and maintain separate acreage and production records satisfactory to the Corporation, all such production which is commingled shall be considered to have been produced on the insured acreage or the Corporation may void the insurance on the insurance unit(s) involved and declare the premium(s) for such unit(s) forfeited by the insured.

7. *Irrigated acreage.* (a) In addition to the provisions of section 4 of the policy, the

following provisions shall apply: (1) The acreage of insured crops in any year shall not exceed that acreage which can be irrigated adequately with the facilities available and with a supply of irrigation water which reasonably could be expected, taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm. (2) Insurance shall not attach with respect to acreage planted to insurable crops (1) the first year after being leveled or (2) the first year such acreage is irrigated.

(b) In addition to the cause of loss insured against as shown on the first page of the policy, the contract shall cover loss due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured.

(c) In addition to the causes of loss not insured against as shown in section 8 of the policy, the contract shall not cover loss caused by (1) failure properly to apply irrigation water to any insurable crop in accord-



ance with good farming practices, as determined by the Corporation, and (2) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which reasonably could be expected.

8. *Date table.*

Discount date: June 30.

Maturity date: July 31.

Interest date: October 31.

Cancellation date: August 31.

9. *Definitions.* For all purposes under the contract hay for harvest within the crop year shall be considered to have been planted as of the beginning of the insurance period for that crop year.

Notwithstanding the provisions of section 24 (d) of the policy "crop year" with respect to hay means each 12-month period beginning with the first day of the insurance period and shall be designated by reference to the calendar year in which the crop is normally harvested.

10. *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutive years of insured crop(s) under a Federal Crop Insurance contract without a loss for which an indemnity was paid. Credit for consecutive years of good experience under any other existing Federal Crop Insurance contract will not be transferred to the multiple crop contract if the insured is eligible to receive a premium discount based on consecutive years of good experience or based on an accumulated balance of premiums over indemnities under such existing contract. Nothing in this paragraph shall create in the insured any right to a reduced premium.

Approved: Beginning with the 1952 crop year.

[SEAL]

FEDERAL CROP INSURANCE  
CORPORATION.

(Secs. 506, 516, 52 Stat. 73, 77, as amended; 7 U. S. C. and Sup. 1506, 1516)

[F. R. Doc. 51-14146; Filed, Nov. 30, 1951; 8:45 a. m.]

## Chapter VII—Production and Marketing Administration (Agricultural Adjustment), Department of Agriculture

[1023 (Burley and Flue-52)-1]

### PART 725—BURLEY AND FLUE-CURED TOBACCO

#### PROCLAMATION OF THE NATIONAL MARKETING QUOTAS FOR BURLEY AND FLUE-CURED TOBACCO FOR THE 1952-53 MARKETING YEAR AND APPORTIONMENTS OF THE QUOTAS AMONG THE SEVERAL STATES

Sec.

725.301 Basis and purpose.

725.302 Findings and determinations with respect to the national marketing quota for Burley tobacco for the marketing year beginning October 1, 1952.

725.303 Findings and determinations with respect to the national marketing quota for flue-cured tobacco for the marketing year beginning July 1, 1952.

AUTHORITY: §§ 725.301 to 725.303 issued under sec. 375, 52 Stat. 66; 7 U. S. C. 1375. Interpret or apply secs. 301, 312, 313, 52 Stat. 38, as amended; 7 U. S. C. 1301, 1312, 1313.

§ 725.301 *Basis and purpose.* Sections 725.301 to 725.303 are issued (a) to announce the reserve supply level and the total supply of Burley tobacco for the marketing year beginning October 1, 1951, and to establish the amount of the national marketing quota for Burley tobacco for the marketing year beginning October 1, 1952; (b) to announce the reserve supply level and the total supply of flue-cured tobacco for the marketing year beginning July 1, 1951, and to establish the amount of the national marketing quota for flue-cured tobacco for the marketing year beginning July 1, 1952; and (c) to apportion the national marketing quotas among the several States. The findings and determinations by the Secretary contained in §§ 725.302 and 725.303 have been made on the basis of the latest available statistics of the Federal Government, and after due consideration of data, views and recommendations received from Burley and flue-cured tobacco producers and others as provided in a notice (16 F. R. 10163) given in accordance with the Administrative Procedure Act (5 U. S. C. 1003).

Since Burley and flue-cured tobacco growers are now planning their farming operations for 1952, are purchasing fertilizer, and preparing the land to which tobacco will be transplanted, it is imperative that they be notified as soon as possible of their 1952 acreage allotments and farm marketing quotas. Therefore, it is hereby determined that compliance with the provisions of the Administrative Procedure Act with respect to the effective date is contrary to the public interest, and that the proclamation and apportionment of the national marketing quotas contained herein shall become effective upon the date of their publication in the FEDERAL REGISTER.

§ 725.302 *Findings and determinations with respect to the national marketing quota for Burley tobacco for the marketing year beginning October 1, 1952.*—(a) *Reserve supply level.* The reserve supply level for Burley tobacco is 1,513,000,000 pounds, calculated, as provided in the Agricultural Adjustment Act of 1938, as amended, from a normal year's domestic consumption of 500,000,000 pounds and a normal year's exports of 40,000,000 pounds.

(b) *Total supply.* The total supply of Burley tobacco for the marketing year beginning October 1, 1951, is 1,562,000,000 pounds consisting of carry-over of 981,000,000 pounds and estimated 1951 production of 581,000,000 pounds.

(c) *Carry-over.* The estimated carry-over of Burley tobacco at the beginning of the marketing year for such tobacco beginning October 1, 1952, is 1,012,000,000 pounds calculated by subtracting the estimated disappearance for the marketing year beginning October 1, 1951, of 550,000,000 pounds from the total supply of such tobacco.

(d) *National marketing quota.* The amount of Burley tobacco which will make available during the marketing year beginning October 1, 1952, a supply of Burley tobacco equal to the re-

<sup>1</sup> Rounded to the nearest million pounds.

serve supply level of such tobacco is 501,000,000 pounds and a national marketing quota of such amount is hereby proclaimed. It is determined, however, that a national marketing quota in the amount of 501,000,000 pounds would result in undue restriction of marketings during the 1952-53 marketing year and such amount is hereby increased by 18 percent. Therefore, the amount of the national marketing quota for Burley tobacco in terms of the total quantity of such tobacco which may be marketed during the marketing year beginning October 1, 1952, is 591,000,000 pounds.

(e) *Apportionment of the quota.* The national marketing quota proclaimed in paragraph (d) of this section is hereby apportioned among the several States pursuant to section 313 (a) of the Agricultural Adjustment Act of 1938, as amended, and converted into State acreage allotments in accordance with section 313 (g) of the Act as follows:

State:	Acreage allotment
Alabama	54
Arkansas	85
Georgia	119
Illinois	14
Indiana	11,815
Kansas	206
Kentucky	310,348
Missouri	5,234
North Carolina	13,349
Ohio	15,302
Oklahoma	6
Pennsylvania	2
South Carolina	6
Tennessee	91,959
Virginia	15,400
West Virginia	4,043
Reserve <sup>1</sup>	2,351

<sup>1</sup> Acreage reserved for establishing allotments for farms upon which no Burley tobacco has been grown during the past five years.

§ 725.303 *Findings and determinations with respect to the national marketing quota for flue-cured tobacco for the marketing year beginning July 1, 1952.*—(a) *Reserve supply level.* The reserve supply level for flue-cured tobacco is 3,008,000,000 pounds, calculated, as provided in the Agricultural Adjustment Act of 1938, as amended, from a normal year's domestic consumption of 775,000,000 pounds and a normal year's exports of 445,000,000 pounds.

(b) *Total supply.* The total supply of flue-cured tobacco for the marketing year beginning July 1, 1951, is 2,977,000,000 pounds consisting of carry-over of 1,558,000,000 pounds and estimated 1951 production of 1,419,000,000 pounds.

(c) *Carry-over.* The estimated carry-over of flue-cured tobacco at the beginning of the marketing year for such tobacco beginning July 1, 1952, is 1,716,000,000 pounds calculated by subtracting the estimated disappearance for the marketing year beginning July 1, 1951, of 1,261,000,000 pounds from the total supply of such tobacco.

(d) *National marketing quota.* The amount of flue-cured tobacco which will make available during the marketing year beginning July 1, 1952, a supply of flue-cured tobacco equal to the reserve supply of such tobacco is 1,292,000,000 pounds, and a national marketing quota



of such amount is hereby proclaimed. It is determined, however, that a national marketing quota in the amount of 1,292,000,000 pounds would result in undue restriction of marketings during the 1952-53 marketing year and such amount is hereby increased by five percent. Therefore, the amount of the national marketing quota for flue-cured tobacco in terms of the total quantity of such tobacco which may be marketed during the marketing year beginning July 1, 1952, is 1,357,000,000 pounds.

(c) *Apportionment of the quota.* The national marketing quota proclaimed in paragraph (d) of this section is hereby apportioned among the several States pursuant to section 313 (a) of the Agricultural Adjustment Act of 1938, as amended, and converted into State acreage allotments in accordance with section 313 (g) of the Act as follows:

State:	Acreage allotment
Alabama	572
Florida	23,414
Georgia	113,969
North Carolina	744,348
South Carolina	129,829
Virginia	112,837
Reserve <sup>1</sup>	5,645

<sup>1</sup> Acreage reserved for establishing allotments for farms upon which no flue-cured tobacco has been grown during the past five years.

Done at Washington, D. C. this 28th day of November 1951. Witness my hand and the seal of the Department of Agriculture.

[SEAL] C. J. McCORMICK,  
Acting Secretary of Agriculture.

[F. R. Doc. 51-14324; Filed, Nov. 30, 1951;  
8:52 a. m.]

## Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders), Department of Agriculture

### PART 903—MILK IN ST. LOUIS, MO., MARKETING AREA

#### ORDER AMENDING THE ORDER, AS AMENDED, REGULATING THE HANDLING OF MILK IN THE ST. LOUIS, MISSOURI, MARKETING AREA

Sec.	Findings and determinations.
903.0	
	DEFINITIONS
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AUTHORITY: §§ 903.0 to 903.103 issued under sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608c.

§ 903.0 *Findings and determinations.* The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of each of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and the applicable rules of practice and procedure, as amended, governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hear-

ing was held August 8-10 and 13-15, 1951, at St. Louis, Missouri upon certain proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the St. Louis, Missouri, marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that;

(1) The said order, as amended, and as hereby further amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the act;

(2) The parity prices of milk produced for sale in the said marketing area as determined pursuant to section 2 of the act are not reasonable in view of the price of feeds, available supplies of feeds and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order, as amended, and as hereby further amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk and be in the public interest;

(3) The said order, as amended, and as hereby further amended, regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which a hearing has been held; and

(4) All milk and milk products handled by handlers, as defined herein, are in the current of interstate commerce and directly burden, obstruct, or affect interstate commerce in milk and its products.

(b) *Additional findings.* It is necessary, in the public interest, to make this order amending the order, as amended, effective not later than December 1, 1951. Any delay beyond that date in the effective date of this order amending the order, as amended, will seriously threaten the orderly marketing of milk in the St. Louis, Missouri, marketing area. The provisions of the said order are well known to handlers—the public hearing having been held during the period August 8-15, 1951, the recommended decision having been published in the FEDERAL REGISTER on October 26, 1951 (16 F. R. 10898) and the final decision having been published in the FEDERAL REGISTER on November 28, 1951 (16 F. R. 11967). Therefore, reasonable time has been afforded persons affected to prepare for its effective date. In view of the foregoing, it is hereby found and determined that good cause exists for making this order amending the order, as amended, effective December 1, 1951 and that it would be contrary to the public interest to delay the effective date of this amendment for 30 days after its publication in the FEDERAL REGISTER. (See sec. 4 (c). Administrative Procedure Act, 5 U. S. C. 1001 et seq.)

(c) *Determinations.* It is hereby determined that handlers (excluding cooperative associations of producers who are not engaged in processing, distributing, or shipping milk covered by this order amending the order, as amended) of more than 50 percent of the milk cov-



ered by this order amending the order, as amended, which is marketed within the St. Louis, Missouri, marketing area refused or failed to sign the proposed marketing agreement regulating the handling of milk in the said marketing area and it is hereby further determined that:

(1) The refusal or failure of such handlers to sign said proposed marketing agreement tends to prevent the effectuation of the declared policy of the act;

(2) The issuance of this order amending the order, as amended, is the only practical means pursuant to the declared policy of the act, of advancing the interests of producers of milk which is produced for sale in the marketing area; and

(3) The issuance of this order amending the order, as amended, is approved or favored by at least two-thirds of the producers who, during the determined representative period (September 1951), were engaged in the production of milk for sale in the said marketing area.

**Order relative to handling.** It is therefore ordered that on and after the effective date hereof the handling of milk in the St. Louis, Missouri, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended, and the aforesaid order, as amended, is hereby further amended to read as follows:

#### DEFINITIONS

§ 903.1 *Act.* "Act" means Public Act No. 10, 73d Congress, as amended, and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.).

§ 903.2 *Secretary.* "Secretary" means the Secretary of Agriculture or any officer or employee of the United States authorized to exercise the powers and to perform the duties, pursuant to the act, of the Secretary of Agriculture.

§ 903.3 *Department of Agriculture.* "Department of Agriculture" means the United States Department of Agriculture or any other Federal agency as may be authorized by act of Congress or by Executive order to perform the price reporting functions of the United States Department of Agriculture.

§ 903.4 *Person.* "Person" means any individual, partnership, corporation, association, or any other business unit.

§ 903.5 *St. Louis, Missouri, marketing area.* "St. Louis, Missouri, marketing area," hereinafter called the "marketing area," means the territory within the corporate limits of the City of St. Louis and the territory within St. Louis County, both in Missouri; and the territory within Scott Military Reservation, and East St. Louis, Centreville, Canteen, and Stites Townships, and the City of Belleville, all in St. Clair County, Illinois.

§ 903.6 *Delivery period.* "Delivery period" means a calendar month, or the portion thereof during which this subpart or any amendment thereto is in effect.

§ 903.7 *Producer.* "Producer" means any person who produces Grade A or Grade B raw milk under a dairy farm

permit or rating issued by a health authority duly authorized to administer regulations governing the quality of milk disposed of in the marketing area which milk is received at a city plant, at a country plant, or diverted from a city plant or country plant during the months of March through September to any other milk distributing or milk manufacturing plant for the account of a handler. Milk so diverted shall be deemed to have been received at the plant from which diverted. This definition shall not include a person who produces milk which is received at the plant of a handler partially exempt from the provisions of this order pursuant to § 903.61 with respect to milk received by such handler.

§ 903.8 *City plant.* "City plant" means a plant where milk is received from producers or from a country plant, and from which packaged milk, skim milk, or cream is disposed of as Class I milk in the marketing area to wholesale or retail outlets, including plant stores.

§ 903.9 *Country plant.* "Country plant" means a plant except a city plant at which milk is received from producers and which is approved by a health authority duly authorized to administer regulations governing the quality of milk disposed of in the marketing area to furnish milk to a city plant.

§ 903.10 *Handler.* "Handler" means any person in his capacity as the operator of a city plant or a country plant, or a producer-handler.

§ 903.11 *Producer-handler.* "Producer-handler" means any person who is a producer and who processes milk from his own farm production distributing all or a portion of such milk within the marketing area as Class I milk but who receives no milk from other producers.

§ 903.12 *Non-handler.* "Non-handler" means any person who is not a handler but who distributes fluid milk on retail or wholesale routes, or engages in the manufacture of milk products.

§ 903.13 *Other source milk.* "Other source milk" means all skim milk and butterfat transferred in any form by a producer-handler to a handler, and all skim milk and butterfat received in any form from a source other than a producer, a city plant or a country plant, except any Class II nonfluid milk product which is received and disposed of in the same form.

#### MARKET ADMINISTRATOR

§ 903.20 *Designation.* The agency for the administration of this subpart shall be a market administrator, selected by the Secretary, who shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of the Secretary.

§ 903.21 *Powers.* The market administrator shall have the following powers with respect to this subpart:

(a) To administer its terms and provisions;

(b) To receive, investigate, and report to the Secretary complaints of violations;

(c) To make rules and regulations to effectuate its terms and provisions; and

(d) To recommend amendments to the Secretary.

§ 903.22 *Duties.* The market administrator shall perform all duties necessary to administer the terms and provisions of this subpart, including, but not limited to, the following:

(a) Within 45 days following the date on which he enters upon his duties, or such lesser period as may be prescribed by the Secretary, execute and deliver to the Secretary a bond, effective as of the date on which he enters upon his duties and conditioned upon the faithful performance of such duties, in an amount and with surety thereon satisfactory to the Secretary;

(b) Employ and fix the compensation of such persons as may be necessary to enable him to administer its terms and provisions;

(c) Obtain a bond in a reasonable amount and with reasonable surety thereon covering each employee who handles funds entrusted to the market administrator;

(d) Pay, out of the funds received pursuant to § 903.85 the cost of his bond and of the bonds of his employees, his own compensation and all other expenses (except those incurred under § 903.86) necessarily incurred by him in the maintenance and functioning of his office and in the performance of his duties;

(e) Keep such books and records as will clearly reflect the transactions provided for in this subpart and submit such books and records to examination by the Secretary as requested;

(f) Furnish such information and such verified reports as the Secretary may request;

(g) Prepare and disseminate, for the benefit of producers, consumers, and handlers, such statistics and information concerning the operation of this subpart as do not reveal confidential information;

(h) Publicly disclose to handlers and to producers, unless otherwise directed by the Secretary, the name of any handler who, within 15 days after the date upon which he is required to perform such acts, has not made reports pursuant to §§ 903.30 through 903.33, or payments pursuant to §§ 903.80 through 903.84;

(i) Verify all reports and payments of each handler by audit, if necessary, of such handler's records and the records of any other handler or person upon whose utilization the classification of skim milk and butterfat for such handler depends; and

(j) Publicly announce on or before:

(1) The 6th day of each delivery period the minimum price for Class I milk pursuant to § 903.51 (a), and the Class I butterfat differential pursuant to § 903.53 (a), both for the current delivery period; and the minimum price for Class II milk pursuant to § 903.51 (b) and the Class II butterfat differential pursuant to § 903.53 (b), both for the preceding delivery period; and

(2) The 10th day after the end of each delivery period, the uniform price for each handler pursuant to § 903.71 and the producer butterfat differential pur-



## RULES AND REGULATIONS

suant to § 903.81 and any adjustments pursuant to § 903.71 (c).

## REPORTS, RECORDS, AND FACILITIES

§ 903.30 *Reports of receipts and utilization.* On or before the 7th day after the end of each delivery period each handler, except a producer-handler, shall report to the market administrator in the detail and on forms prescribed by the market administrator:

(a) The quantities of skim milk and butterfat contained in all receipts at each of his city plants and country plants within such delivery period of (1) milk from producers, (2) milk, skim milk, cream and milk products from other handlers, and (3) other source milk;

(b) The utilization of all skim milk and butterfat required to be reported pursuant to paragraph (a) of this section, including a separate statement of the disposition of Class I milk outside the marketing area;

(c) The name and address of each producer from whom milk is received for the first time, and the date on which such milk was first received; and

(d) The name and address of each producer who discontinues deliveries of milk, and the date on which milk was last received from such producer.

§ 903.31 *Reports of payments to producers.* On or before the 20th day after the end of each delivery period, each handler shall report to the market administrator his producer payroll for such delivery period which shall show for each producer (a) the total pounds of milk received from such producer with the average butterfat test thereof, (b) the net amount of the payment made to such producer together with the price, deductions, and charges involved, and (c) the amount and nature of any payments made pursuant to § 903.83.

§ 903.32 *Reports of transportation rates.* On or before the 10th day after the request of the market administrator, each handler shall submit a schedule of transportation rates which are charged and paid for the transportation of milk from the farm of each producer to such handler's plant. Any changes made in this schedule of transportation rates and the effective dates thereof shall be reported to the market administrator within 10 days.

§ 903.33 *Reports of producer-handlers.* Each producer-handler shall make reports to the market administrator at such time and in such manner as the market administrator may request and shall permit the market administrator to verify such reports.

§ 903.34 *Records and facilities.* Each handler shall keep adequate records of receipts and utilization of skim milk and butterfat and shall, during the usual hours of business, make available for such examination of the market administrator or his representative all records, facilities, operations, and equipment as the market administrator deems necessary to (a) verify the receipts and utilization of all skim milk and butterfat and, in case of errors or omissions, ascertain the correct figures; (b) weigh, sample, and test for butterfat and other content all milk and milk products

handled; and (c) verify payments to producers.

§ 903.35 *Retention of records.* All books and records required under this subpart to be made available to the market administrator shall be retained by the handler for a period of 3 years to begin at the end of the calendar month to which such books and records pertain: *Provided*, That if, within such 3-year period, the market administrator notifies the handler in writing that the retention of such books and records, or of specified books and records, is necessary in connection with a proceeding under section 8c (15) (A) of the act or a court action specified in such notice, the handler shall retain such books and records, or specified books and records, until further written notification from the market administrator. In either case the market administrator shall give further written notification to the handler promptly upon the termination of the litigation or when the records are no longer necessary in connection therewith.

## CLASSIFICATION OF MILK

§ 903.40 *Basis of classification.* All skim milk and butterfat received by a handler in (a) milk from producers, (b) milk, skim milk, cream, and other milk products from other handlers, and (c) other source milk, shall be classified by the market administrator in the classes set forth in § 903.41.

§ 903.41 *Classes of utilization.* Subject to the conditions set forth in §§ 903.42 through 903.45, the classes of utilization shall be as follows:

(a) Class I milk shall be all skim milk (including reconstituted skim milk) and butterfat:

(1) Disposed of in fluid form as milk, skim milk, buttermilk, milk drinks (plain or flavored), cream (fresh, frozen, or sour);

(2) In milk, flavored milk, or flavored milk drinks in concentrated form (fresh or frozen) not sterilized, packaged and disposed of on routes or through plant stores for fluid consumption; and

(3) Not specifically accounted for as Class II milk.

(b) Class II milk shall be all skim milk and butterfat accounted for:

(1) As having been used or disposed of in any product other than those specified in Class I milk;

(2) In inventory variation of milk, skim milk, cream, or any Class I product; and

(3) In shrinkage allocated to receipts of milk from producers, except milk diverted to a non-handler pursuant to § 903.7, but not in excess of 2 percent of such receipts of skim milk and butterfat, respectively, and in shrinkage allocated to receipts of other source milk: *Provided*, That shrinkage of skim milk and butterfat, respectively, shall be allocated pro rata to milk received from producers and to other source milk.

§ 903.42 *Responsibility of handlers and reclassification of milk.* (a) All skim milk and butterfat shall be classified as Class I milk unless the handler who first receives such skim milk and butterfat proves to the market adminis-

trator that such skim milk and butterfat should be classified in another class.

(b) Any skim milk or butterfat classified in one class shall be reclassified if used or reused by such handler or by another handler (except a producer-handler) in another class.

§ 903.43 *Transfers.* (a) Skim milk and butterfat disposed of in the form of milk, skim milk, or cream, by transfer or diversion, from a city plant of a handler to any plant of another handler, except a producer-handler, shall be classified as Class I milk, unless utilization in another class is mutually indicated in writing to the market administrator by both handlers on or before the 7th day after the end of the delivery period within which such transaction occurred, in which case such skim milk and butterfat shall be classified according to such mutual agreement: *Provided*, That skim milk or butterfat so assigned to Class II milk shall be limited to the amount thereof remaining in such class in the plant of the transferee-handler after the subtraction of other source milk pursuant to § 903.45, and any excess of such skim milk or butterfat, respectively, shall be assigned to Class I milk.

(b) Skim milk and butterfat disposed of in the form of milk, skim milk, or cream, by transfer or transfer of title, from a country plant of a handler to a country plant or a city plant of another handler, except a producer-handler, shall be classified as Class I milk, unless utilization in another class is mutually indicated in writing to the market administrator by both handlers on or before the 7th day after the end of the delivery period within which such transaction occurred, in which case such skim milk and butterfat shall be classified according to such mutual agreement: *Provided*, That the amount of skim milk or butterfat classified as Class I milk pursuant to this paragraph shall be limited to the amount computed pursuant to § 903.45 (a) (5).

(c) Skim milk and butterfat disposed of in the form of milk, skim milk, or cream, by transfer or diversion from a plant of a handler to a producer-handler shall be classified as Class I milk.

(d) Skim milk and butterfat disposed of in the form of milk, skim milk, or cream, by transfer or diversion, from a plant of a handler to any plant other than a plant of a handler or to a non-handler shall be classified as Class I milk unless:

(1) The transferee-plant is located within 110 airline miles from the City Hall in St. Louis, Missouri, or in the counties of

Barry.	Morgan.
Cedar.	Newton.
Christian.	Pettis.
Dallas.	Phelps.
Dent.	Polk.
Greene.	Pulaski.
Howell.	Texas.
Laclede.	Webster.
Lawrence.	Wright.
Miller.	

in the State of Missouri, and the handler claims another class on the basis of a utilization mutually indicated in writing to the market administrator by both the handler and the operator of the transferee-plant on or before the 7th day after the end of the delivery period



within which such transaction occurred;

(2) The operator of the transferee-plant maintains books and records, showing the utilization of all skim milk and butterfat received at such plant, which are made available if requested by the market administrator for the purpose of verification; and

(3) Not less than an equivalent amount of skim milk and butterfat was actually utilized in such plant in the use indicated in such statement; in which case such skim milk and butterfat shall be classified according to such mutual agreement: *Provided*, That if upon inspection of the records of such plant it is found that an equivalent amount of skim milk and butterfat was not actually used in such indicated use the remaining pounds shall be classified as Class I milk.

(e) Skim milk and butterfat disposed of in the form of milk, skim milk or cream, from a plant of a handler to retail establishments shall be classified as Class I milk: *Provided*, That skim milk and butterfat contained in milk, skim milk, or cream so disposed of in bulk to retail establishments which, under the applicable health regulations, are permitted to receive milk, skim milk, or cream other than of Grade A quality for Class II uses shall be classified as Class II milk if so used or disposed of: *Provided*, That the market administrator is allowed to verify such use or disposition.

§ 903.44 *Computation of skim milk and butterfat in each class.* For each delivery period, the market administrator shall correct for mathematical and other obvious errors the delivery period report submitted by each handler and compute the total pounds of skim milk and butterfat, respectively, in Class I milk and Class II milk for such handler.

§ 903.45 *Allocation of skim milk and butterfat classified.* (a) The pounds of skim milk remaining in each class after making the following computations for each handler for each delivery period shall be the pounds of skim milk in such class allocated to producer milk received by such handler during such delivery period:

(1) Subtract from the total pounds of skim milk in Class II milk the plant shrinkage of skim milk in milk received from producers, computed pursuant to § 903.41 (b) (3);

(2) Subtract from the pounds of skim milk in Class I milk the pounds of skim milk in ungraded milk received as other source milk and disposed of as Class I milk outside the marketing area;

(3) Subtract from the pounds of skim milk remaining in Class II milk the pounds of skim milk in other source milk (exclusive of the pounds of skim milk subtracted pursuant to subparagraph 2 of this paragraph): *Provided*, That if the pounds of skim milk to be subtracted from Class II milk is greater than the pounds of skim milk remaining in such class, the balance shall be subtracted from the pounds of skim milk remaining in Class I milk;

(4) Subtract from the pounds of skim milk remaining in each class the pounds of skim milk in milk, skim milk, cream, and other milk products received from a city plant of another handler and as-

signed to such class: *Provided*, That if the pounds of skim milk to be subtracted from Class II milk is greater than the pounds of skim milk remaining in such class, the balance shall be subtracted from the pounds of skim milk remaining in Class I milk;

(5) Subtract from the pounds of skim milk remaining in each class the pounds of skim milk in milk, skim milk, cream, and other milk products received from a country plant of another handler and assigned to such class: *Provided*, That if the pounds of skim milk to be subtracted from Class II milk is greater than the pounds of skim milk remaining in such class, the balance shall be subtracted from the pounds of skim milk remaining in Class I milk: *And provided further*, That the pounds of skim milk to be subtracted from Class I milk shall not exceed its pro rata share of the volumes of skim milk allocated to Class I milk and Class II milk after the subtraction of receipts of other source milk and receipts from city plants of another handler;

(6) Add to the pounds of skim milk remaining in Class II milk the pounds of skim milk subtracted pursuant to subparagraph (1) of this paragraph; or if the pounds of skim milk remaining in all classes exceed the pounds of skim milk in milk received from producers, subtract such excess from the pounds of skim milk remaining in the various classes, in series beginning with the lowest-priced class.

(b) Determine the pounds of butterfat in each class to be allocated to milk received from producers in the same manner prescribed for skim milk in paragraph (a) of this section.

§ 903.46 *Determination of producer milk in each class.* Add the pounds of skim milk and the pounds of butterfat allocated to milk received from producers in each class, respectively, as computed pursuant to § 903.45, and determine the percentage of butterfat in each class.

#### MINIMUM PRICES

§ 903.50 *Basic formula price.* The basic formula price to be used in determining the class prices, set forth in § 903.51, shall be the higher of the prices computed pursuant to paragraphs (a) and (b) of this section.

(a) Determine the arithmetic average of the basic, or field, prices paid or to be paid per hundredweight for milk of 3.5 percent butterfat content received from farmers during the delivery period at the following plants or places for which prices have been reported to the market administrator or to the Department of Agriculture:

#### Concern and Location

Borden Co., Mount Pleasant, Mich.  
Borden Co., Greenville, Wis.  
Borden Co., Black Creek, Wis.  
Borden Co., Orfordville, Wis.  
Borden Co., New London, Wis.  
Carnation Co., Ava, Mo.  
Carnation Co., Seymour, Mo.  
Carnation Co., Sparta, Mich.  
Carnation Co., Chilton, Wis.  
Carnation Co., Berlin, Wis.  
Carnation Co., Richland Center, Wis.  
Carnation Co., Oconomowoc, Wis.  
Carnation Co., Jefferson, Wis.  
Indiana Condensed Milk Co., Bunker Hill, Ill.  
Litchfield Creamery Co., Litchfield, Ill.

Pet Milk Co., Greenville, Ill.  
Pet Milk Co., Hudson, Mich.  
Pet Milk Co., Wayland, Mich.  
Pet Milk Co., Coopersville, Mich.  
Pet Milk Co., New Glarus, Wis.  
Pet Milk Co., Belleville, Wis.  
White House Milk Co., Manitowoc, Wis.  
White House Milk Co., West Bend, Wis.

(b) The price per hundredweight computed as follows: Multiply by 3.5 the simple average as computed by the market administrator of the daily wholesale selling prices (using the midpoint of any price range as one price) of Grade A (92-score) bulk creamery butter per pound at Chicago, as reported by the Department during the delivery period, add 20 percent thereof, and add or subtract, as the case may be, to such sum  $3\frac{1}{2}$  cents for each full  $\frac{1}{2}$  cent that the weighted average of carlot prices per pound for nonfat dry milk solids, spray and roller process, respectively, for human consumption f. o. b. manufacturing plants in the Chicago area, as published for the period from the 26th day of the immediately preceding delivery period through the 25th day of the current delivery period by the Department, is above  $5\frac{1}{2}$  cents: *Provided*, That if such f. o. b. manufacturing plant prices of nonfat dry milk solids are not reported there shall be used for the purpose of such computation the average of the carlot prices of nonfat dry milk solids, spray and roller process for human consumption, delivered at Chicago, as reported by the Department of Agriculture during the delivery period; and in the latter event  $7\frac{1}{2}$  cents shall be used in lieu of the " $5\frac{1}{2}$  cents."

§ 903.51 *Class prices.* Subject to the provisions of §§ 903.52 and 903.53, each handler shall pay producers, at the time and in the manner set forth in § 903.80, not less than the following prices per hundredweight of milk:

(a) *Class I milk.* The price for Class I milk shall be the basic formula price for the preceding delivery period plus the following amounts per hundredweight: \$1.45 for the delivery periods of July through December, \$1.15 for the delivery periods of January through March; and 75 cents for the delivery periods of April through June: *Provided*, That if during the 12 months prior to the month immediately preceding each of the following delivery period groups, the total volume of milk received from producers by all handlers was more or less than 120 percent of the total Class I milk disposed of by all handlers during such 12-month period the following adjustment shall be made to the price for Class I milk for the respective group of delivery periods:

Delivery period group	For each percentage point that receipts from producers as a percent of Class I milk is—	
	Below 120 percent (add)	Above 120 percent (subtract)
	(Cents)	(Cents)
January through March.....	2	3
April through June.....	0	3
July through December.....	3	3



And provided further, That if a plant regulated by this order did not have Class I sales and producer receipts in each of the preceding delivery periods of September through February (subsequent to the effective date of this provision) it shall be excluded in the calculation of the percentage used in this paragraph: And provided further, That the plus amount to be added for each delivery period from the effective date hereof through December 1951 shall be \$1.80.

(b) *Class II milk.* The price for Class II milk shall be the basic formula price.

§ 903.52 *Location differentials to handlers.* With respect to skim milk and butterfat contained in milk received from producers at a city plant in Meramec or Bonhomme townships (except in the cities of Valley Park and Kirkwood), St. Louis County, Missouri or outside the marketing area which is classified as Class I milk, and with respect to skim milk and butterfat contained in milk received from producers at a country plant which is moved from such plant to a city plant or a non-handler's plant and classified as Class I milk, the Class I price per hundredweight shall be reduced by the amounts set forth in the following schedule according to the air-line distance from the plant where the milk is first received from producers to the City Hall in St. Louis:

Mileage	Allowance (cents)
Not more than 10 miles.....	6
More than 10 but not more than 20 miles.....	12
More than 20 but not more than 30 miles.....	14
More than 30 but not more than 40 miles.....	16
For each additional ten miles or fraction thereof an additional.....	1

§ 903.53 *Butterfat differentials to handlers.* If the weighted average butterfat test of producer milk which is classified, respectively, in Class I milk or Class II milk for a handler, pursuant to § 903.46, is more or less than 3.5 percent, there shall be added to, or subtracted from, as the case may be, the price for such class of utilization, for each one-tenth of 1 percent that such weighted average butterfat test is above or below 3.5 percent, a butterfat differential calculated for each class of utilization as follows:

(a) *Class I milk.* Multiply by 1.25 the average daily wholesale price per pound of 92-score butter in the Chicago market, as reported by the Department of Agriculture during the previous delivery period, and divide the result by 10.

(b) *Class II milk.* Multiply by 1.2 the average daily wholesale price per pound of 92-score butter in the Chicago market, as reported by the Department of Agriculture during the delivery period, and divide the result by 10.

#### APPLICATION OF PROVISIONS

§ 903.60 *Producer-handlers.* Sections 903.40 through 903.46, 903.50 through 903.53, 903.70, 903.71, and 903.80 through 903.86 shall not apply to a producer-handler.

§ 903.61 *Handlers subject to other Federal orders.* In the case of any handler whom the Secretary determines disposes of a greater portion of his milk as Class I milk in another marketing area regulated by another order or marketing agreement issued pursuant to the act than is disposed of in the St. Louis marketing area as Class I milk, the provisions of this order shall not apply except as follows: The handler shall, with respect to his total receipts and utilization of skim milk and butterfat, make reports to the market administrator at such time and in such manner as the market administrator may require, and allow verification of such reports by the market administrator.

#### DETERMINATION OF UNIFORM PRICE TO PRODUCERS

§ 903.70 *Computation of the value of milk for each handler.* For each delivery period the market administrator shall compute the value of milk received from producers by each handler, by multiplying the quantity in each class, computed pursuant to § 903.46, by the price applicable to such class, computed pursuant to § 903.51, and adding together the resulting values: *Provided*, That if the quantity of skim milk or butterfat in other source milk deducted from Class I pursuant to § 903.45 (a) (3) and (b) exceeds the quantity of skim milk or butterfat respectively in other source milk received from approved sources there shall be added an amount computed by multiplying such excess by the difference between the Class II price and the Class I price adjusted by butterfat differentials to handlers: *And provided further*, That if a handler, after subtracting receipts of other source milk and receipts from other handlers, has disposed of more skim milk or butterfat than, on the basis of his report for the delivery period pursuant to § 903.30, has been credited to producers as having been received from them, there shall be added an amount computed by multiplying the pounds in each class as subtracted pursuant to § 903.45 (a) (6) and (b) by the applicable class price adjusted by the butterfat differential to handlers.

§ 903.71 *Computation of the uniform price for each handler.* For each delivery period, the market administrator shall compute for each handler the uniform price per hundredweight of milk, of 3.5 percent butterfat content, f. o. b. the marketing area received by such handler from producers as follows:

(a) Add to the value computed pursuant to this section the amount of any location adjustment to be made pursuant to § 903.82;

(b) Subtract, if the average butterfat content of milk received from producers by such handler is more than 3.5 percent, or add, if such average butterfat content is less than 3.5 percent, an amount computed as follows: Multiply the amount by which the average butterfat content of such milk varies from 3.5 percent by the butterfat differential to producers, and multiply the result by the total hundredweight of such milk;

(c) If, in the verification of the reports of such handler of his receipts and

utilization of skim milk and butterfat, respectively, for any previous delivery period, the market administrator discovers errors in such reports which would have resulted in a different uniform price per hundredweight, including reclassification of skim milk and butterfat pursuant to § 903.42 (b), there shall be added or subtracted, as the case may be, an amount of money necessary to correct such errors; and

(d) Divide the resulting amount by the total hundredweight of milk received from producers by such handler. The result, computed to the nearest full cent, shall be known as the uniform price for such handler for milk of 3.5 percent butterfat, f. o. b. St. Louis, Missouri, marketing area.

#### PAYMENTS

§ 903.80 *Payments to producers.* On or before the 15th day after the end of each delivery period, each handler shall make payment to each producer, for the total value of milk received from such producer during such delivery period, at not less than the uniform price per hundredweight computed for such handler pursuant to § 903.71, subject to the butterfat and location differentials computed pursuant to §§ 903.81 and 903.82.

§ 903.81 *Butterfat differential to producers.* If any handler has received from any producer, during the delivery period, milk having an average butterfat content other than 3.5 percent, such handler, in making payments pursuant to § 903.80, shall add to the uniform price for each one-tenth of 1 percent that the average butterfat content of such milk is above 3.5 percent not less than, or shall deduct from the uniform price for each one-tenth of 1 percent that the average butterfat content of such milk is below 3.5 percent not more than the following amount: Multiply by 1.2 the average daily wholesale price per pound of 92-score butter in the Chicago market, as reported by the Department of Agriculture, during the delivery period, and divide the resulting sum by 10.

§ 903.82 *Location differentials to producers.* In making payments to producers pursuant to § 903.80, the price per hundredweight for milk received from producers at a plant located in Meramec or Bonhomme townships (except in the cities of Valley Park or Kirkwood), St. Louis County, Missouri, or outside the marketing area shall be reduced by the amounts set forth in the following schedule according to the airline distance from the plant where the milk is first received from producers to the City Hall in St. Louis: -

Mileage zone	Allowance (cents)
Not more than 10 miles.....	6
More than 10 but not more than 20 miles.....	12
More than 20 but not more than 30 miles.....	14
More than 30 but not more than 40 miles.....	16
For each additional ten miles or fraction thereof an additional.....	1

§ 903.83 *Errors in payment.* Whenever verification by the market administrator of the payment by a handler to



any producer for milk received by such handler discloses payment of less than is required by § 903.80, the handler shall pay such balance to such producer not later than the time of making payment to producers next following such disclosure.

§ 903.84 *Additional payments.* Any handler may make payments to producers in addition to the payments made pursuant to § 903.80: *Provided*, That such additional payments shall be made on a uniform basis to all producers from whom milk meeting similar quality, volume production or evenness of production standards has been received.

§ 903.85 *Expense of administration.* As his pro rata share of the expense of administration of this subpart, each handler shall pay to the market administrator, on or before the 15th day after the end of each delivery period, 2½ cents per hundredweight or such lesser amount as the Secretary may prescribe, with respect to receipts, during such delivery period, of milk from producers. Each handler, which is a cooperative association of producers, shall pay such pro rata share of expense on only that milk received from producers at a plant of such association.

§ 903.86 *Marketing services.*—(a) *Deduction for marketing services.* Except as set forth in paragraph (b) of this section, each handler in making payments to producers pursuant to § 903.80, shall deduct 5 cents per hundredweight, or such lesser amount as the Secretary may prescribe, with respect to all milk received by such handler from producers (excluding such handler's own production) during the delivery period and shall pay such deductions to the market administrator on or before the 15th day after the end of such delivery period. Such moneys shall be used by the market administrator to verify weights, samples, and tests of milk received from such producers and to provide them with market information. Such services shall be performed in whole or in part by the market administrator or by an agent engaged by and responsible to him.

(b) *Producers' cooperative associations.* In the case of producers for whom a cooperative association which the Secretary determines to be qualified under the act of Congress of February 18, 1922, as amended, known as the "Capper-Volstead Act," is actually performing the services set forth in paragraph (a) of this section, each handler, in lieu of the deductions specified in paragraph (a) of this section, shall make the deductions from the payments made pursuant to § 903.80, which are authorized by such producers, and, on or before the 15th day after the end of each delivery period pay over such deductions to the cooperative associations rendering such services of which such producers are members.

#### EFFECTIVE TIME, SUSPENSION, AND TERMINATION

§ 903.90 *Effective time.* The provisions of this subpart, or any amendment to this subpart, shall become effective at such time as the Secretary may declare and shall continue in force until

suspended or terminated pursuant to § 903.91.

§ 903.91 *Suspension and termination.* Any or all provisions of this subpart, or any amendment to this subpart, shall be suspended or terminated as to any or all handlers after such reasonable notice as the Secretary may give, and shall, in any event, terminate whenever the provisions of the act authorizing it cease to be in effect.

§ 903.92 *Continuing power and duty.* (a) If, upon the suspension or termination pursuant to § 903.91, there are any obligations arising under this subpart the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: *Provided*, That any such acts required to be performed by the market administrator, shall, if the Secretary so directs, be performed by such other person, persons or agency as the Secretary may designate.

(b) The market administrator, or such other person as the Secretary may designate shall (1) continue in such capacity until discharged, (2) from time to time account for all receipts and disbursements and deliver all funds or property on hand, together with the books and records of the market administrator, or such person, to such person as the Secretary shall direct, and (3) if so directed by the Secretary execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant to this subpart.

§ 903.93 *Liquidation after suspension or termination.* Upon the suspension or termination pursuant to § 903.91, the market administrator, or such person as the Secretary may designate, shall, if so directed by the Secretary, liquidate the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid and owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.

#### MISCELLANEOUS PROVISIONS

§ 903.100 *Unfair methods of competition.* Each handler shall refrain from acts which constitute unfair methods of competition by way of indulging in any practices with respect to the transportation of milk for, and the supplying of goods and services to producers from whom milk is received, which tend to defeat the purpose and intent of the terms and provisions of this subpart.

§ 903.101 *Separability of provisions.* If any provision of this subpart, or its application to any person or circum-

stance is held invalid, the application of such provision, and of the remaining provisions of this subpart, to other persons or circumstances shall not be affected thereby.

§ 903.102 *Agents.* The Secretary may, by designation in writing, name any officer or employee of the United States to act as his agent or representative in connection with any of the provisions of this subpart.

§ 903.103 *Termination of obligations.* The provisions of this section shall apply to any obligation under this subpart for the payment of money irrespective of when such obligations arose.

(a) The obligation of any handler to pay money required to be paid under the terms of this subpart shall, except as provided in paragraphs (b) and (c) of this section, terminate two years after the last day of the calendar month during which the market administrator receives the handler's utilization report on the milk involved in such obligation unless within such two-year period the market administrator notifies the handler in writing that such money is due and payable. Service of such notice shall be complete upon mailing to the handler's last known address, and it shall contain, but need not be limited to, the following information.

(1) The amount of the obligation;  
(2) The month(s) during which the milk, with respect to which the obligation exists, was received or handled; and

(3) If the obligation is payable to one or more producers or to an association of producers, the name of such producer(s) or association of producers, or if the obligation is payable to the market administrator, the amount for which it is to be paid.

(b) If a handler fails or refuses, with respect to any obligation under this subpart, to make available to the market administrator or his representatives all books and records required by this subpart to be made available, the market administrator may, within the two-year period provided for in paragraph (a) of this section, notify the handler in writing of such failure or refusal. If the market administrator so notifies a handler, the said two-year period with respect to such obligation shall not begin to run until the first day of the calendar month following the month during which all such books and records pertaining to such obligation are made available to the market administrator or his representatives.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, a handler's obligation under this subpart to pay money shall not be terminated with respect to any transaction involving fraud or willful concealment of a fact, material to the obligation, on the part of the handler against whom the obligation is sought to be imposed.

(d) Any obligation on the part of the market administrator to pay a handler any money which such handler claims to be due him under the terms of this subpart shall terminate two years after the end of the calendar month during which the milk involved in the claim was received if an underpayment is claimed,



or two years after the end of the calendar month during which the payment (including deduction or set-off by the market administrator) was made by the handler if a refund on such payment is claimed, unless such handler, within the applicable period of time, files, pursuant to section 8c (15) (A) of the act, a petition claiming such money.

Issued at Washington, D. C., this 29th day of November 1951, to be effective on and after December 1, 1951.

[SEAL] C. J. McCORMICK,  
Acting Secretary of Agriculture.

[F. R. Doc. 51-14353; Filed, Nov. 30, 1951;  
8:58 a. m.]

#### PART 921—MILK IN THE SPRINGFIELD, MO., MARKETING AREA

##### ORDER AMENDING THE ORDER REGULATING THE HANDLING OF MILK IN THE SPRING- FIELD, MISSOURI, MARKETING AREA

§ 921.0 *Findings and determinations.* The findings and determinations herein-after set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and the applicable rules of practice and procedure, as amended, governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order, regulating the handling of milk in the Springfield, Missouri, marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order, as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the act;

(2) The parity prices of milk produced for sale in the said marketing area as determined pursuant to section 2 of the act are not reasonable in view of the price of feeds, available supplies of feeds and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order, as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk and be in the public interest; and

(3) The said order, as hereby amended, regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which a hearing has been held.

(b) *Additional findings.* It is necessary, in the public interest, to make

this order amending the order effective not later than December 1, 1951. Any delay beyond that date in the effective date of the order amending the order will seriously threaten the orderly marketing of milk in the Springfield, Missouri, marketing area. The provisions of the said order are well known to handlers—the public hearing having been held during the periods June 7-8 and August 8-15, 1951, the recommended decision having been published in the FEDERAL REGISTER on November 6, 1951 (16 F. R. 11278) and the final decision having been published in the FEDERAL REGISTER on November 27, 1951 (16 F. R. 11931). Therefore, reasonable time has been afforded persons affected to prepare for its effective date. In view of the foregoing, it is hereby found and determined that good cause exists for making this order amending the order effective December 1, 1951, and that it would be contrary to the public interest to delay the effective date of this amendment for 30 days after its publication in the FEDERAL REGISTER. (See sec. 4 (c) Administrative Procedure Act, 5 U. S. C. 1001 et seq.).

(c) *Determinations.* It is hereby determined that handlers (excluding co-operative associations of producers who are not engaged in processing, distributing, or shipping milk covered by this order amending the order) of more than 50 percent of the milk covered by this order amending the order which is marketed within the Springfield, Missouri, marketing area refused or failed to sign the proposed marketing agreement regulating the handling of milk in the said marketing area and it is hereby further determined that:

(1) The refusal or failure of such handlers to sign said proposed marketing agreement tends to prevent the effectuation of the declared policy of the act;

(2) The issuance of this order amending the order is the only practical means pursuant to the declared policy of the act, of advancing the interests of producers of milk which is produced for sale in the marketing area; and

(3) The issuance of this order amending the order is approved or favored by at least two-thirds of the producers who, during the determined representative period (September 1951), were engaged in the production of milk for sale in the said marketing area.

*Order relative to handling.* It is therefore ordered that on and after the effective date hereof the handling of milk in the Springfield, Missouri, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as hereby amended, and the aforesaid order is hereby amended as follows:

1. Delete § 921.8 and substitute therefor the following:

§ 921.8 *Producer.* "Producer" means any person other than a producer-handler who produces milk under a dairy farm permit or rating issued by a health authority duly authorized to administer regulations governing the quality of milk disposed of in the marketing area, which milk is received at an approved plant directly from the farm where produced, or

is caused to be diverted by a handler from an approved plant to an unapproved plant. Milk so diverted shall be deemed to have been received at an approved plant by the handler who caused it to be diverted. This definition shall not include a person defined as a producer under another Federal milk marketing order with respect to milk produced by him which is received at a plant operated by a handler who is subject to regulation with respect to such milk under such other order and who is partially exempt from the provisions of this subpart pursuant to § 921.62.

2. Delete § 921.10 and substitute therefor the following:

§ 921.10 *Approved plant.* "Approved plant" means any milk plant or portion thereof which is approved for the receiving or processing of milk by any health authority duly authorized to administer regulations governing the quality of milk disposed of in the marketing area, and from which Class I milk is disposed of in the marketing area on wholesale or retail routes (including plant stores and routes operated by vendors). *Provided,* That any plant which does not bottle or otherwise package milk which is disposed of in the marketing area shall not be an approved plant for the delivery periods of April, May, June, and July, unless such plant makes its milk available to other handlers for distribution as Class I milk in the marketing area. Such milk shall be considered to have been made available if the operator of such plant files with the market administrator, from the effective date hereof, on or before the 1st day of each of the delivery periods of August through March a statement offering milk for sale and specifying terms and conditions of sale, including the price or handling charge above the Class I price; such offer to be posted in the market administrator's office.

3. Delete § 921.22 (1) (1) and substitute therefor the following:

(1) On or before the 6th day of each delivery period the price and butterfat differential for Class I milk and on or before the 6th day after the end of each delivery period the price and butterfat differential for Class II milk; and

4. Amend § 921.22 by adding thereto a paragraph to read as follows:

(k) On or before the 15th day after the end of each delivery period, report to each cooperative association of producers the percentage in each class of the producer milk caused to be delivered by the cooperative association or by its members to each handler during the delivery period. For the purpose of this report the milk so received shall be allocated in each class for each handler in the same ratio as milk received from all producers by such handler during the delivery period.

5. Delete § 921.51 and substitute therefor the following:

§ 921.51 *Class prices.* Subject to the differentials set forth in § 921.52, the minimum prices per hundredweight to be paid by each handler for milk re-



ceived at his plant from producers during the delivery period shall be as follows:

(a) *Class I milk.* The price for Class I milk shall be the basic formula price for the preceding delivery period plus the following amounts: \$1.08 for the delivery periods of July through December; 83 cents for the delivery periods of January through March; and 63 cents for the delivery periods of April through June: *Provided*, That for each of the delivery periods of July through March the Class I price shall be not less than the Class I price announced for such delivery period under Order No. 3, as amended, regulating the handling of milk in the St. Louis marketing area minus 27 cents.

(b) *Class II milk.* The price for Class II milk shall be the basic formula price.

6. Delete § 921.52 and substitute therefor the following:

§ 921.52 *Butterfat differentials to handlers.* If the weighted average butterfat content of the milk received from producers classified respectively, in Class I milk or Class II milk for a handler is more or less than 3.5 percent, there shall be added to, or subtracted from, the respective class price computed pursuant to § 921.51 for each one-tenth of one percent that such weighted average butterfat content is above or below 3.5 percent, a butterfat differential computed by multiplying the simple average, as computed by the market administrator, of the daily wholesale selling prices (using the midpoint of any price range as one price) of Grade A (92-score) bulk creamery butter per pound at Chicago, as reported by the Department by the applicable factor listed as follows:

(a) *Class I milk.* Multiply such price as computed for the preceding delivery period by 0.125;

(b) *Class II milk.* Multiply such price as computed for the current delivery period by 0.120.

Issued at Washington, D. C., this 29th day of November 1951, to be effective on and after December 1, 1951.

[SEAL] C. J. McCORMICK,  
Acting Secretary of Agriculture.

[F. R. Doc. 51-14354; Filed, Nov. 30, 1951;  
8:58 a. m.]

[Lemon Reg. 411]

# PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

## LIMITATION OF SHIPMENTS

§ 953.518 *Lemon Regulation 411—(a) Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953; 14 F. R. 3612), regulating the handling of lemons grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing

agreement and order, and upon other available information, it is hereby found that the limitation of the quantity of such lemons which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. Shipments of lemons, grown in the State of California or in the State of Arizona, are currently subject to regulation pursuant to said amended marketing agreement and order; the recommendation and supporting information for regulation during the period specified herein was promptly submitted to the Department after an open meeting of the Lemon Administrative Committee on November 28, 1951, such meeting was held, after giving due notice thereof to consider recommendations for regulation, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed by the effective time thereof.

(b) *Order.* (1) The quantity of lemons grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., December 2, 1951, and ending at 12:01 a. m., P. s. t., December 9, 1951, is hereby fixed as follows:

- (i) District 1: 33 carloads;
- (ii) District 2: 225 carloads;
- (iii) District 3: 17 carloads.

(2) The prorate base of each handler who has made application therefor, as provided in the said amended marketing agreement and order, is hereby fixed in accordance with the prorate base schedule which is attached hereto and made a part hereof by this reference.

(3) As used in this section, "handler," "handler," "carloads," "prorate base," "District 1," "District 2" and "District 3," shall have the same meaning as when used in the said amended marketing agreement and order.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup., 608c)

Done at Washington, D. C., this 29th day of November 1951.

[SEAL] S. R. SMITH,  
Director, Fruit and Vegetable  
Branch, Production and Mar-  
keting Administration.

## PRORATE BASE SCHEDULE

### DISTRICT NO. 1

[Storage Date: November 25, 1951]

[12:01 a. m. Dec. 2, 1951, to 12:01 a. m.  
Dec. 16, 1951]

Handler	Prorate base (percent)
Total.....	100.000
Klink Citrus Association.....	29.600
Lemon Cove Association.....	18.413
Porterville Citrus Association.....	3.496
Tulare County Lemon & Grapefruit Association.....	26.467
California Citrus Groves, Inc., Lim- ited.....	2.447
Harding & Leggett.....	13.984
Zaninovich Bros., Inc.....	5.593

### DISTRICT NO. 2

Total..... 100.000

American Fruit Growers, Inc., Co- rona.....	.263
American Fruit Growers, Inc., Fullerton.....	.174
American Fruit Growers, Inc., Up- land.....	.499
Eadington Fruit Co.....	.344
Hazeltine Packing Co.....	.888
Ventura Coastal Lemon Co.....	2.876
Ventura Pacific Co.....	1.525
Glendora Lemon Growers Associa- tion.....	1.857
La Verne Lemon Association.....	.546
La Habra Citrus Association.....	.550
Yorba Linda Citrus Association, The.....	.301
Escondido Lemon Association.....	1.980
Alta Loma Heights Citrus Associa- tion.....	1.116
Etiwanda Citrus Fruit Association.....	.557
Mountain View Fruit Association.....	.434
Old Baldy Citrus Association.....	1.474
San Dimas Lemon Association.....	1.792
Upland Lemon Growers Association.....	10.101
Central Lemon Association.....	.076
Irvine Citrus Association.....	.369
Placeta Mutual Orange Associa- tion.....	.419
Corona Citrus Association.....	.246
Corona Foothill Lemon Co.....	1.978
Jameson Co.....	.607
Arlington Heights Citrus Co.....	.659
College Heights Orange & Lemon Association.....	4.567
Chula Vista Citrus Association, The.....	.714
El Cajon Valley Citrus Association.....	.031
Escondido Cooperative Citrus Asso- ciation.....	.132
Fallbrook Citrus Association.....	1.100
Lemon Grove Citrus Association.....	.096
Carpinteria Lemon Association.....	5.114
Carpinteria Mutual Citrus Associa- tion.....	4.349
Goleta Lemon Association.....	5.718
Johnston Fruit Co.....	6.168
North Whittier Heights Citrus Asso- ciation.....	.177
San Fernando Heights Lemon Asso- ciation.....	2.462
Sierra Madre-Lamanda Citrus Asso- ciation.....	.975
Briggs Lemon Association.....	1.405
Culbertson Lemon Association.....	1.787
Fillmore Lemon Association.....	.581
Oxnard Citrus Association.....	5.347
Rancho Sespe.....	.443
Santa Clara Lemon Association.....	4.393
Santa Paula Citrus Fruit Asso- ciation.....	1.525
Saticoy Lemon Association.....	3.661



## PRORATE BASE SCHEDULE—Continued

## DISTRICT NO. 2—continued

Handler	Prorate base (percent)
Seaboard Lemon Association.....	4.047
Somis Lemon Association.....	2.851
Ventura Citrus Association.....	1.522
Ventura County Citrus Association.....	.042
Limoneira Company.....	1.789
Teague-McKevett Association.....	.448
East Whittier Citrus Association.....	.275
Leffingwell Rancho Lemon Association.....	.304
Murphy Ranch Co.....	.386
Chula Vista Mutual Lemon Association.....	.239
Index Mutual Association.....	.100
La Verne Cooperative Citrus Association.....	2.242
Orange Belt Fruit Distributors.....	.874
Ventura County Orange & Lemon Association.....	2.375
Whittier Mutual Orange & Lemon Association.....	.029
Evans Bros. Packing Co.....	.001
Latimer, Harold.....	.008
Paramount Citrus Association, Inc.....	.087

DISTRICT NO. 3  
Total..... 100.000

Consolidated Citrus Growers.....	6.909
Phoenix Citrus Packing Co.....	4.083
Arizona Citrus Growers.....	25.637
Chandler Heights Citrus Growers.....	3.426
Desert Citrus Growers Co.....	10.971
Tempe Citrus Co.....	4.608
Corona Foothill Lemon Co.....	5.046
Mesa Harvest Produce Co.....	15.417
Pioneer Fruit Co.....	6.500
Morris Bros.....	11.283
Sunny Valley Citrus Packing Co.....	2.040
Terraciano Fruit Co.....	2.040
Allen, W. A.....	2.040

[F. R. Doc. 51-14384; Filed, Nov. 30, 1951;  
9:12 a. m.]

[Orange Reg. 400]

## PART 966—ORANGES GROWN IN CALIFORNIA OR IN ARIZONA

## LIMITATION OF SHIPMENTS

§ 966.546 *Orange Regulation 400—*  
(a) *Findings.* (1) Pursuant to the provisions of Order No. 66, as amended (7 CFR Part 966; 14 F. R. 3614), regulating the handling of oranges grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and upon the basis of the recommendation and information submitted by the Orange Administrative Committee, established under the said amended order, and upon other available information, it is hereby found that the limitation of the quantity of such oranges which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become

effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. Shipments of oranges, grown in the State of California or in the State of Arizona, are currently subject to regulation pursuant to said amended order; the recommendation and supporting information for regulation during the period specified herein was promptly submitted to the Department after an open meeting of the Orange Administrative Committee on November 29, 1951, such meeting was held, after giving due notice thereof to consider recommendations for regulation, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed by the effective time thereof.

(b) *Order.* (1) Subject to the size requirements in Orange Regulation 372, as amended (7 CFR 966.518; 16 F. R. 4678, 5652), the quantity of oranges grown in the State of California or in the State of Arizona which may be handled during the period beginning 12:01 a. m., P. s. t., December 2, 1951, and ending at 12:01 a. m., P. s. t., December 9, 1951, is hereby fixed as follows:

(i) *Valencia oranges.* (a) Prorate District No. 1: Unlimited movement;  
(b) Prorate District No. 2: Unlimited movement;

(c) Prorate District No. 3: Unlimited movement;

(d) Prorate District No. 4: Unlimited movement.

(ii) *Oranges other than Valencia Oranges.* (a) Prorate District No. 1: 1,350 carloads;

(b) Prorate District No. 2: 20 carloads;

(c) Prorate District No. 3: 125 carloads;

(d) Prorate District No. 4: Unlimited movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said amended order, is hereby fixed in accordance with the prorate base schedule which is attached hereto and made a part hereof by this reference.

(3) As used in this section, "handled," "handler," "varieties," "carloads," and "prorate base" shall have the same meaning as when used in the said amended order; and the terms "Prorate District No. 1," "Prorate District No. 2," "Prorate District No. 3," and "Prorate District No. 4" shall each have the same meaning as given to the respective terms in § 966.107, as amended (15 F. R. 8712), of the current rules and regulations (7 CFR

966.103 et seq.), as amended (15 F. R. 8712).

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608c)

Done at Washington, D. C., this 30th day of November 1951.

[SEAL] S. R. SMITH,  
Director, Fruit and Vegetable  
Branch, Production and Mar-  
keting Administration.

## PRORATE BASE SCHEDULE

[12:01 a. m.; P. s. t., Dec. 2, 1951 to 12:01 a. m.,  
P. s. t., Dec. 9, 1951]

## ALL ORANGES OTHER THAN VALENCIA ORANGES

## Prorate District No. 1

Handler	Prorate base (percent)
Total.....	100.0000
A. F. G. Lindsay.....	1.4360
A. F. G. Porterville.....	1.5839
Ivanhoe Cooperative Association.....	.7193
Placentia Cooperative Orange Association.....	.5820
Sandilands Fruit Co.....	.5667
Doffmeyer & Son, W. Todd.....	.5691
Earlibest Orange Association.....	2.0214
Elderwood Citrus Association.....	.7896
Exeter Citrus Association.....	3.2073
Exeter Orange Growers Association.....	1.2961
Exeter Orchards Association.....	1.4342
Hillside Packing Association.....	1.5016
Ivanhoe Mutual Orange Association.....	1.2320
Klink Citrus Association.....	4.2768
Lemon Cove Association.....	2.1108
Lindsay Citrus Growers Association.....	2.4902
Lindsay Cooperative Citrus Association.....	.9321
Lindsay Fruit Association.....	1.7474
Lindsay Orange Growers Association.....	.7834
Naranjo Packing House Co.....	1.2052
Orange Cove Citrus Association.....	3.7410
Orange Packing Co.....	1.3334
Orosi Foothill Citrus Association.....	1.3144
Paloma Citrus Fruit Association.....	.9094
Rocky Hill Citrus Association.....	1.5175
Sanger Citrus Association.....	3.9611
Sequoia Citrus Association.....	.9937
Stark Packing Corp.....	3.3606
Visalia Citrus Association.....	2.2976
Waddell & Son.....	2.0507
Baird-Neece Corp.....	1.7035
Beattie Association, D. A.....	.5842
Grand View Heights Citrus Association.....	2.9378
Magnolia Citrus Association.....	2.3214
Porterville Citrus Association, The.....	1.4853
Richgrove-Jasmine Citrus Association.....	1.8215
Strathmore Cooperative Association.....	1.0945
Strathmore District Orange Association.....	1.9531
Strathmore Packing House Co.....	2.0462
Sunflower Packing Association.....	2.5638
Sunland Packing House Co.....	2.5550
Terra Bella Citrus Association.....	1.6441
Tule River Citrus Association.....	.9798
Euclid Ave. Orange Association.....	.3157
Lindsay Mutual Groves.....	1.0847
Martin Ranch.....	1.6769
Orange Cove Orange Growers.....	2.5860
Woodlake Packing House.....	2.4584
Anderson Packing Co., R. M.....	.8624
Baker Bros.....	.2529
Barnes, J. L.....	.0191
Batkins, Fred A.....	.0682
Bear State Packers, Inc.....	.1702
Buller, Herman.....	.0097
California Citrus Groves, Inc., Ltd.....	2.0130
Chess Co., Meyer W.....	.1319
Clemente, Lorenzo.....	.0826
Collum, J. B.....	.0126



## PRORATE BASE SCHEDULE—Continued

ALL ORANGES OTHER THAN VALENCIA ORANGES—  
continued

## Prorate District No. 1—Continued

Handler	Prorate base (percent)
Darby, Fred J.	0.0320
Darling, Curtis	.0009
Dubendorf, John	.1296
Edison Groves Co.	.6568
Evans Brothers Packing Co.	.0746
Granada Packing House	.0140
Haas, W. H.	.1684
Harding & Leggett	2.1965
Independent Growers, Inc.	1.9895
Kim, Charles	.0551
Kroells Packing Co.	1.6420
Lo Bue Bros.	.8141
Maas, W. A.	.0716
Marks, W. & M.	.3519
Nicholas, Joe	.0210
Nicholas, Richard	.0041
Paramount Citrus Association	.1684
Powell, John W.	.0210
Randolph Marketing Co.	2.4052
Reimers, Don H.	.5589
Terry, Floyd J.	.0457
Toy, Chin	.0331
Zaninovich Bros., Inc.	1.1666

## Prorate District No. 2

Total	100.0000
A. F. G. Alta Loma	.2594
A. F. G. Corona	.3397
A. F. G. Fullerton	.0402
A. F. G. Orange	.0479
A. F. G. Riverside	.8546
A. F. G. Santa Paula	.0585
Hazeltine Packing Co.	.0904
Placentia Cooperative Orange Association	.6698
Placentia Pioneer Valencia Growers	.0541
Signal Fruit Association	1.2089
Azusa Citrus Association	1.3964
Covina Citrus Association	1.8145
Covina Orange Growers Association	.5751
Damerel-Alison Association	1.2923
Glendora Citrus Association	1.8901
Glendora Mutual Orange Association	.7034
Valencia Heights Orchard Association	.2897
Gold Buckle Association	3.5140
Anaheim Valencia Orange Association	.0174
La Habra Citrus Association	.1965
Yorba Linda Citrus Association	.0711
Escondido Orange Association	.6430
Alta Loma Heights Citrus Association	.4447
Citrus Fruit Growers	1.0643
Mountain View Fruit Association	.1506
Rialto Heights Orange Growers	.4274
Upland Citrus Association	2.8121
Upland Heights Orange Association	1.7318
Consolidated Orange Growers	.0308
Frances Citrus Association	.0155
Garden Grove Citrus Association	.0332
Olive Heights Citrus Association	.0531
Santa Ana-Tustin Mutual Citrus Association	.0185
Santiago Orange Growers Association	.7819
Bradford Bros., Inc.	.2576
Placentia Mutual Orange Association	.2509
Corona Citrus Association	1.1664
Jameson Co.	.6847
Orange Heights Orange Association	8.4407
Crafton Orange Growers Association	1.3400
East Highlands Citrus Association	.5319
Redlands Heights Groves	.8742
Redlands Orangedale Association	1.3324
Rialto-Fontana Citrus Association	.5569

## PRORATE BASE SCHEDULE—Continued

ALL ORANGES OTHER THAN VALENCIA ORANGES—  
continued

## Prorate District No. 2—Continued

Handler	Prorate base (percent)
Break & Son, Allen	0.3418
Bryn Mawr Fruit Growers Association	1.4946
Mission Citrus Association	1.4212
Redlands Cooperative Fruit Association	1.9731
Redlands Orange Growers Association	1.2657
Redlands Select Groves	.6749
Southern Citrus Association	.9095
Zilen Citrus Co.	.5498
Arlington Heights Citrus Co.	1.6445
Brown Estate, L. V. W.	2.2942
Gavilan Citrus Association	2.5071
Highgrove Fruit Association	.8558
McDermont Fruit Co.	2.1563
Monte Vista Citrus Association	1.7745
National Orange Co.	1.4705
Riverside Heights Orange Growers Association	1.2776
Sierra Vista Packing Association	1.0109
Victoria Avenue Citrus Association	4.0480
Claremont Citrus Association	1.1217
College Heights Orange and Lemon Association	1.8697
Indian Hill Citrus Association	1.5144
Walnut Fruit Growers Association	.7340
West Ontario Citrus Association	1.4535
El Cajon Valley Citrus Association	.2492
San Dimas Orange Growers Association	1.4615
N. Whittier Heights Citrus Association	.1903
Sierra Madra-Lamanda Citrus Association	.1546
Camarillo Citrus Association	.0061
Fillmore Citrus Association	1.3016
Ojai Orange Association	.8571
Rancho Sespe	.0012
Santa Paula Orange Association	.1274
East Whittier Citrus Association	.0035
Murphy Ranch Co.	.0709
Bryn Mawr Mutual Orange Association	.6572
Chula Vista Mutual Lemon Association	.0991
Euclid Avenue Orange Association	3.2294
Foothill Citrus Union, Inc.	.6592
Garden Grove Orange Association	.0440
Golden Orange Groves, Inc.	.3052
La Verne Cooperative Citrus Association	5.0191
Mentone Heights Association	.8240
Olive Hillside Groves	.0098
Redlands Mutual Orange Association	1.3970
Ventura County Orange & Lemon Association	.4067
Whittier Mutual Orange & Lemon Association	.0212
Allec Bros.	.0034
Becker, Samuel Eugene	.0115
Book, Maynard C.	.0004
Cherokee Citrus Co., Inc.	1.3555
Dunning Ranch	.2642
Evans Bros. Packing Co.	1.0028
Gold Banner Association	2.1771
Granada Packing House	.2192
Hill Packing House, Fred A.	1.0318
Holland, M. J.	.0180
Knapp Packing Co., John C.	.0581
Orange Belt Fruit Distributors	2.1530
Panno Fruit Co., Carlo	.0752
Placentia Orchard Co.	.0921
Ronald, P. W.	.0470
Wall, E. T.—Grower and Shipper	2.5313
Western Fruit Growers, Inc.	4.0742

## Prorate District No. 3

Total	100.0000
Consolidated Citrus Growers	15.8729
McKellips Citrus Co., Inc.	7.9763
Phoenix Citrus Packing Co.	1.2895

## PRORATE BASE SCHEDULE—Continued

ALL ORANGES OTHER THAN VALENCIA ORANGES—  
continued

## Prorate District No. 3—Continued

Handler	Prorate base (percent)
Arizona Citrus Growers	22.7702
Chandler Heights Citrus Growers	1.0745
Desert Citrus Growers Co.	6.2571
Mesa Citrus Growers Association	17.3840
Tal-Wi-Wi Ranches	1.2714
Tempe Citrus Co.	2.3978
Yuma Mesa Fruit Growers Association	.5671
Maricopa Citrus Co.	1.5538
Mesa Harvest Produce Co.	8.7280
Pioneer Fruit Co.	4.1621
Allen & Allen Citrus Packing Co.	1.3817
Bernard, Ray D.	.5333
Champion Produce House, L. M.	.2003
Clark & Sons Produce Co., J. H.	.1935
Commercial Citrus Packing Co.	.4372
Ishikawa, Paul	.2352
Maccharoli Fruit Co., James	1.1105
Potato House, The	.2723
Sunny Valley Citrus Packing Co.	3.8260
Valley Citrus Packing Co.	.9553

[F. R. Doc. 51-14402; Filed, Nov. 30, 1951;  
11:26 a. m.]PART 979—IRISH POTATOES GROWN IN  
EASTERN SOUTH DAKOTA PRODUCTION  
AREATERMINATION OF ASSESSMENTS ON  
SHIPMENTS

Pursuant to Marketing Agreement No. 103 and Order No. 79 (7 CFR Part 979) regulating the handling of Irish potatoes grown in the Eastern South Dakota production area, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.), and upon the basis of the recommendation and information submitted by the South Dakota Potato Committee established under said marketing agreement and order, and upon other available information, it is hereby found that the rules and regulations set forth in § 979.204 (16 F. R. 8672), no longer tend to effectuate the declared policy of the act in that grade and size regulations § 979.305 (16 F. R. 6911) is terminated as of December 3, 1951 and the necessity and basis for levying assessments after that date are therefore eliminated.

It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U. S. C. 1001 et seq.) in that (a) the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient for such compliance, and (b) this order relieves restrictions imposed by the provisions of § 979.204 (16 F. R. 8672), which is hereinafter terminated.

The provisions of § 979.204 Budget of expenses and rate of assessment (16 F. R. 8672) are hereby terminated as of



12:01 a. m., c. s. t., December 3, 1951. The termination hereof shall not affect any right, duty, obligation, or liability which shall have arisen, or which may thereafter arise in connection with § 979.3 of Order No. 79 and regulation § 979.204 issued pursuant thereto.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608c)

Done at Washington, D. C., this 28th day of November 1951.

[SEAL] C. J. McCORMICK,  
Acting Secretary of Agriculture.

[F. R. Doc. 51-14276; Filed, Nov. 30, 1951;  
8:45 a. m.]

## TITLE 14—CIVIL AVIATION

### Chapter II—Civil Aeronautics Administration, Department of Commerce

[Amdt. 58]

#### PART 600—DESIGNATION OF CIVIL AIRWAYS

##### MISCELLANEOUS AMENDMENTS

The civil airway alterations appearing hereinafter have been coordinated with the civil operators involved, the Army, the Navy, and the Air Force, through the Air Coordinating Committee, Airspace Subcommittee and are adopted when indicated in order to promote safety of the flying public. Compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest, and therefore is not required.

Part 600 is amended as follows:

1. Section 600.102 *Amber civil airway No. 2 (Long Beach, Calif., to Point Barrow, Alaska)*, is amended between Enterprise, Utah, radio range station and Delta, Utah, radio range station by deleting: "Milford, Utah, radio range station;" and by substituting the following in lieu thereof: "thence via Latitude 38°24'30", Longitude 113°01'40";"

2. Section 600.110. *Amber civil airway No. 10 (Hawaiian Islands)*, is amended by adding the following to present civil airway: "excluding the portion above 10,000 feet."

3. Section 600.112 is amended to read:

§ 600.112 *Amber civil airway No. 12 (Hawaiian Islands)*. From the intersection of the south course of the Hilo, T. H., radio range and point 37 miles south of the Hilo, T. H., radio range station via the Hilo, T. H., radio range station to the intersection of the north course of the Hilo, T. H., radio range and the northeast course of the Honolulu, T. H., radio range.

4. Section 600.210. *Red civil airway No. 10 (Pueblo, Colo., to Charleston, S. C.)*, is amended between Atlanta, Ga., radio range station and the Augusta, Ga., radio range station by changing the portion which reads: "excluding the portion which overlaps the Camp Gordon, Ga., Danger Area," to read: "excluding the portion below 5,000 feet which overlaps the Camp Gordon, Ga., Danger Area."

5. Section 600.217 *Red civil airway No. 17 (St. Louis, Mo., to Baltimore, Md.)* is amended by changing the last portion to read: "From the Martinsburg, W. Va.,

radio range station via the intersection of the northeast course of the Arcola, Va., radio range and the west course of the Baltimore, Md., radio range; Baltimore, Md., radio range station to the intersection of the east course of the Baltimore, Md., radio range and the southwest course of the Millville, N. J., radio range, except that the portion of the civil airway which overlaps the Aberdeen danger area (published in § 608.28 of this chapter) shall be used only after obtaining prior approval from Civil Aeronautics Administration Air Traffic Control."

6. Section 600.219 is amended by changing caption to read: "*Red civil airway No. 19 (Detroit, Mich., to Norfolk, Va.)*" and by changing airway to read: "From the Detroit, Mich., radio range station via the intersection of the southeast course of the Detroit, Mich., radio range and the west course of the Wellington, Ohio, VHF radio range; Wellington, Ohio, VHF radio range station to the intersection of the east course of the Wellington, Ohio, VHF radio range and the northwest course of the Akron, Ohio, radio range. From the Akron, Ohio, radio range station to the intersection of the southeast course of the Cleveland, Ohio, radio range and the west course of the Pittsburgh, Pa., radio range. From the intersection of the west course of the Pittsburgh, Pa., radio range and the northwest course of the Morgantown, W. Va., radio range via Morgantown, W. Va., radio range station to the intersection of the southeast course of the Morgantown, W. Va., radio range and the west course of the Front Royal, Va., radio range. From the intersection of the southwest course of the Arcola, Va., radio range and the west course of the Quantico, Va. (Navy), radio range to the Quantico, Va. (Navy), radio range station, excluding the portion more than 1 mile north of the west course of the Quantico, Va. (Navy), radio range. From the intersection of the north course of the Richmond, Va., radio range and the northwest course of the Tappahannock, Va., radio range via the Tappahannock, Va., radio range station to the intersection of the southeast course of the Tappahannock, Va., radio range and the north course of the Norfolk, Va. (Navy), radio range, excluding those portions more than 2 miles either side of the northwest course of the Tappahannock, Va., radio range and the portion which overlaps the Patuxent, Md., Danger Area."

7. Section 600.262 is amended to read:

§ 600.262 *Red civil airway No. 62 (Pittsburgh, Pa., to Altoona, Pa.)*. From the intersection of the southeast course of the Pittsburgh, Pa., radio range and the northeast course of the Morgantown, W. Va., radio range via the Johnstown, Pa., non-directional radio beacon to the Altoona, Pa., radio range station.

8. Section 600.268 *Red civil airway No. 68 (El Paso, Tex., to Shreveport, La.)* is amended by correcting the first portion to read: "From the El Paso, Tex., radio range station via the intersection of the south course of the El Paso, Tex., radio range and the 270° True radial of the Hudspeth, Tex., omnirange to the

Hudspeth, Tex., omnirange station excluding the portion which lies outside of the United States;"

9. Section 600.270 *Red civil airway No. 70 (Midland, Tex., to Oklahoma City, Okla.)* is amended by changing name of facilities as follows: from "Childress, Tex., VHF radio range station;" to "Childress, Tex., omnirange station;" and from "Hobart, Okla., VHF radio range station;" to "Hobart, Okla., omnirange station;"

10. Section 600.312 is added to read:

§ 600.312 *Red civil airway No. 112 (Hawaiian Islands)*. From the Lanai, T. H. omnirange station to the intersection of the Lanai omnirange 337° True en route radial and the Honolulu, Oahu, T. H. omnirange 61° True en route radial, excluding the portion above 5,000 feet.

11. Section 600.223 *Red civil airway No. 23 (United States-Canadian Border to New York, N. Y.)* is amended by correcting first portion to read: "From the intersection of a direct line between the Houghton, Mich., radio range station and the Lakehead, Ontario, Canada, radio range station and the United States-Canadian Border via the Houghton, Mich., radio range station;"

12. Section 600.636 is added to read:

§ 600.686 *Blue civil airway No. 86 (Goshen, Ind., to Dayton, Ohio)*. From the intersection of the east course of the Goshen, Ind., radio range and the northwest course of the Fort Wayne, Ind., radio range via the Fort Wayne, Ind., radio range station to the Dayton, Ohio, radio range station.

(Sec. 205, 52 Stat. 984, as amended; 49 U. S. C. 425. Interpret or apply sec. 302, 52 Stat. 985, as amended; 49 U. S. C. 425)

The amendment shall become effective 0001 e. s. t. November 27, 1951.

[SEAL] F. B. LEE,  
Acting Administrator  
of Civil Aeronautics.

[F. R. Doc. 51-14313; Filed, Nov. 30, 1951;  
8:58 a. m.]

[Amdt. 63]

#### PART 601—DESIGNATION OF CONTROL AREAS, CONTROL ZONES, AND REPORTING POINTS

##### MISCELLANEOUS AMENDMENTS

The control area, control zone and reporting point alterations appearing hereinafter have been coordinated with the civil operators involved, the Army, the Navy and the Air Force, through the Air Coordinating Committee, Airspace Subcommittee, and are adopted when indicated in order to promote safety of the flying public. Compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest, and therefore is not required.

Part 601 is amended as follows:

1. Section 601.14 *Green civil airway No. 4 control areas (Los Angeles, Calif., to Philadelphia, Pa.)* is amended after the portion which reads: "Columbia, Mo., omnirange station to the St. Louis, Mo.,



omnirange station via the direct en route and 15° north altitude change radials" by adding the following portion to read: "including all that area bounded on the northeast by the Columbia-St. Louis direct en route radial, on the south by Green civil airway No. 4 and on the northwest by the Columbia-Kansas City south altitude change radial:"

2. Section 601.19 is amended to read:

§ 601.19 *Green civil airway No. 9 control areas (Hawaiian Islands)*. All of Green civil airway No. 9 including all that area within 5 miles either side of the direct en route radials from the intersection of the south course of the Port Allen, Kauai, T. H., radio range and the 246° True en route radial of the Honolulu, Oahu, T. H., omnirange station via the Honolulu omnirange 246° True en route radial to the Honolulu omnirange station; from the Honolulu, Oahu, T. H., omnirange station to the intersection of the Honolulu omnirange 61° True en route radial and the Maui, T. H., omnirange 351° True en route radial via the Honolulu omnirange 61° True en route radial.

3. Section 601.110 is amended to read:

§ 601.110 *Amber civil airway No. 10 control areas (Hawaiian Islands)*. All of Amber civil airway No. 10 including all that area within 5 miles either side of the direct en route radials from the intersection of the west course of the Hilo, Hawaii, T. H., radio range and the Honolulu omnirange 179° True en route radial to the Honolulu, Oahu, T. H., omnirange station via the Honolulu 179° True en route radial, excluding the portion above 10,000 feet.

4. Section 601.111 is amended to read:

§ 601.111 *Amber civil airway No. 11 control areas (Hawaiian Islands)*. All of Amber civil airway No. 11 including all that area within 5 miles either side of the direct en route radials from the intersection of the Maui omnirange 191° True en route radial and the Lanai omnirange 111° True en route radial via the Maui 191° True en route radial to the Maui, T. H., omnirange station, excluding the portion which overlaps the Kahoolawe danger area; from the Maui, T. H., omnirange station to the intersection of the Maui omnirange 351° True en route radial and the Honolulu omnirange 61° True en route radial via the Maui omnirange 351° True en route radial.

5. Section 601.112 is amended to read:

§ 601.112 *Amber civil airway No. 12 control areas (Hawaiian Islands)*. All of Amber civil airway No. 12 including all that area within 5 miles either side of the direct en route radials from the intersection of the Hilo, T. H., omnirange 173° True en route radial and a point 36 miles south of the Hilo omnirange to the Hilo, T. H., omnirange station via the Hilo omnirange 173° True en route radial; from the Hilo, T. H., omnirange station to the intersection of the Hilo omnirange 06° True en route radial and the Upolu omnirange 96° True en route radial via the Hilo omnirange 06° True en route radial.

6. Section 601.219 is amended to read:

§ 601.219 *Red civil airway No. 19 control areas (Detroit, Mich., to Norfolk, Va.)*. All of Red civil airway No. 19 including all that area within 5 miles either side of the en route radials from the Cleveland, Ohio, omnirange station to the Bergholz, Ohio, non-directional radio beacon via the Cleveland omnirange direct en route radial.

7. Section 601.262 is amended to read:

§ 601.262 *Red civil airway No. 62 control areas (Pittsburgh, Pa., to Altoona, Pa.)*. All of Red civil airway No. 62.

8. Section 601.268 is amended to read:

§ 601.268 *Red civil airway No. 68 control areas (El Paso, Tex., to Shreveport, La.)*. All of Red civil airway No. 68 including all that area within 5 miles either side of the en route and altitude radials and the area between the altitude and en route radials from the El Paso, Tex., omnirange station to the Hudspeth, Tex., omnirange station via the direct en route radials; from the Hudspeth, Tex., omnirange station to the Culberson, Tex., omnirange station via the direct en route radials; from the Culberson, Tex., omnirange station to the Midland, Tex., omnirange station via the intersection of the Culberson omnirange 90° True en route radial and the Midland omnirange 234° True en route radial; from the Midland, Tex., omnirange station to the San Angelo, Tex., omnirange station via the direct en route and 15° south altitude change radials; from the San Angelo, Tex., omnirange station to the Abilene, Tex., omnirange station via the intersection of the San Angelo omnirange 72° True en route radial and the Abilene omnirange 181° True en route radial.

9. Section 601.287 is amended to read:

§ 601.287 *Red civil airway No. 87 control areas (Hawaiian Islands)*. All of Red civil airway No. 87 including all that area within 5 miles either side of the en route and altitude change radials and the area between the altitude change and en route radials from the Lihue, Kauai, T. H., omnirange station to the Honolulu, Oahu, T. H., omnirange station via the intersection of the Lihue omnirange 126° True en route radial and the Honolulu omnirange 246° True en route radial and via the intersection of the Lihue omnirange 141° True altitude change radial and the Honolulu omnirange 246° True en route radial; from the Honolulu, Oahu, T. H., omnirange station to the Lanai, T. H., omnirange station via the direct en route radials and via the intersections of the Honolulu omnirange 132° True and 149° True altitude change radials and the Lanai omnirange 282° True altitude change radial; from the Lanai, T. H., omnirange station to the Upolu, Hawaii, T. H., omnirange station via the intersection of the Lanai omnirange 111° True en route radial and the Upolu omnirange 302° True en route radial excluding the portion which overlaps the Kahoolawe danger area, from the Lanai omnirange station to the Maui, T. H., omnirange station via the direct en route radials and from the intersection of the Lanai omnirange 111° True en

route radial and the Maui omnirange 237° True en route radial to the Maui, T. H., omnirange station, excluding the portion which overlaps the Kahoolawe danger area; from the Upolu, Hawaii, T. H., omnirange station to the Hilo, Hawaii, T. H., omnirange station via the intersection of the Upolu omnirange 96° True en route radial and the Hilo omnirange 336° True en route radial; from the Hilo, Hawaii, T. H., omnirange station via the Hilo omnirange 89° True en route radial to the intersection of the southeast course of the Maui, T. H., radio range and the Hilo omnirange 89° True en route radial.

10. Section 601.312 is added to read:

§ 601.312 *Red civil airway No. 112 control areas (Hawaiian Islands)*. All of Red civil airway No. 112.

11. Section 601.609 *Blue civil airway No. 9 control areas (Columbia, Mo., to United States-Canadian Border)* is amended after the portion which reads: "Columbia, Mo., omnirange station to the Kirksville, Mo., omnirange station via the direct en route and 15° east altitude change radials" by adding the following portion to read: "including all that area bounded on the west by Blue civil airway No. 9, on the northeast by the Columbia-Kirksville direct en route radial and on the south by the Columbia-Kansas City north altitude change radial:"

12. Section 601.686 is added to read:

§ 601.686 *Blue civil airway No. 86 control areas (Goshen, Ind., to Dayton, Ohio)*. All of Blue civil airway No. 86 including all that area within 5 miles either side of the en route and altitude change radials and the area between the altitude change and en route radials from the Millersburg, Ind., omnirange station to the Fort Wayne, Ind., omnirange station via the direct en route radials; from the Fort Wayne, Ind., omnirange station to the Dayton, Ohio, omnirange station via the direct en route and 15° southwest altitude change radials.

13. Section 601.1049 *Control area extension (Utica, N. Y.)*, is amended by adding the following to present control area extension: "and within 5 miles either side of the northeast course of the Utica radio range extending from the radio range station to a point 15 miles northeast."

14. Section 601.1108 *Control area extension (Salina, Kans.)*, is amended by adding the following to present control area extension: "and extending 5 miles either side of the 142° True radial to a point 25 miles southeast of the omnirange station."

15. Section 601.1115 *Control area extension (Dodge City, Kans.)* is amended by adding the following to present control area extension: "within 5 miles either side of a track bearing 180° True from the Dodge City, Kans., non-directional radio beacon extending to a point 25 miles south of the non-directional radio beacon and within 5 miles either side of the 341° and 161° True radials of the Dodge City omnirange station extending from the omnirange station to



points 25 miles north and south of the omnirange station."

16. Section 601.1149 *Control area extension (Norfolk, Va.)* is amended by adding the following to present control area extension: "including the area within 5 miles either side of the east course of the Langley, Va., AFB radio range extending from the intersection of the east course of the Langley AFB radio range and the northeast course of the Norfolk, Va., radio range to the intersection of the east course of the Langley AFB radio range and the south course of the Chincoteague, Va., (Navy) radio range, excluding that portion below 2,000 feet beyond the shoreline of the United States."

17. Section 601.1179 *Control area extension (Hilo, T. H.)* is amended by adding the following to present control area extension: "including all that area within 5 miles either side of the 41° True radial of the Hilo omnirange extending from the omnirange station to the intersection of the Hilo omnirange 41° True radial with the Upolu omnirange 96° True radial, and all that area within 5 miles either side of the Upolu omnirange 96° True radial extending from the intersection of the Upolu omnirange 96° True radial and the Hilo omnirange 336° True radial to the intersection of the Upolu omnirange 96° True radial and the Hilo omnirange 41° True radial."

18. Section 601.1229 *Control area extension (Tampa, Fla.)* is amended by changing the portion which reads: "excluding the portions above 19,000 feet which lies within the Tyndall AFB danger area (Area II)," to read: "excluding the portion above 19,000 feet which lies within the Tyndall AFB Warning Area."

19. Section 601.1276 *Control area extension (Cheyenne, Wyo.)* is amended by adding the following to present control area extension: "and all that area within 5 miles either side of the 32° True radial of the Cheyenne, Wyo., omnirange station from the omnirange station extending to a point 25 miles northeast."

20. Section 601.1277. *Control area extension (Denver, Colo.)* is amended by adding the following to present control area extension: "and all that area within 5 miles either side of a track bearing 40° True from the Denver, Colo., (Stapleton) ILS outer compass locator extending to a point 25 miles northeast of the ILS outer compass locator, and within 5 miles either side of a track bearing 174° True from the Aurora non-directional radio beacon to a point 25 miles south of the Aurora non-directional radio beacon."

21. Section 601.1281 *Control area extension (Pueblo, Colo.)* is amended by adding the following to present control area extension: "and all that area within 5 miles either side of the 181° True radial of the Pueblo omnirange extending from the omnirange station to a point 25 miles south."

22. Section 601.1291 is added to read:

§ 601.1291 *Control area extension (Garden City, Kans.)*. Within 5 miles either side of the 120° True radial of the Garden City omnirange extending from the omnirange station to a point 25 miles southeast.

23. Section 601.1292 is added to read:

§ 601.1292 *Control area extension (Manakin, Va.)*. All that area within 5 miles either side of the northwest course of the Richmond, Va., radio range extending from the intersection of the northwest course of the Richmond, Va., radio range and the southwest course of the Washington, D. C., radio range to a point 15 miles northwest.

24. Section 601.1984 *5-Mile Control Zone* is amended by adding the following airports:

Binghamton, N. Y.: Broome County Airport.

Westhampton Beach, Long Island, N. Y.: Suffolk County Airport.

25. Section 601.2044 *Cheyenne, Wyo., control zone* is amended by adding the following to present control zone: "and within 2 miles either side of the 32° True radial of the Cheyenne omnirange extending from the omnirange station to a point 10 miles northeast."

26. Section 601.2045 is added to read:

§ 601.2045 *Colorado Springs, Colo., control zone*. Within a 5-mile radius of Peterson Municipal Airport and within 2 miles either side of the north course of the Colorado Springs radio range extending from the radio range station to a point 10 miles north, and within 2 miles either side of a track bearing 180° True from the ILS outer compass locator extending to a point 10 miles south of the ILS outer compass locator.

27. Section 601.2048 *Des Moines, Iowa, control zone*, is amended by adding the following to present control zone: "and within 2 miles either side of the 176° and 256° True radials of the Des Moines omnirange extending from the omnirange station to a point 10 miles south."

28. Section 601.2066 *Pueblo, Colo., control zone* is amended by adding the following to present control zone: "and within 2 miles either side of the 181° True radial of the Pueblo omnirange extending from the omnirange station to a point 10 miles south."

29. Section 601.2089 *Cleveland, Ohio, control zone* is amended by correcting last portion to read: "and extending 2 miles either side of the 294° and 114° True radials of the Cleveland omnirange to a point 10 miles northwest of the omnirange station."

30. Section 601.2070 *St. Louis, Mo., control zone* is amended by adding the following to present control zone: "and within 2 miles either side of the 323° and 143° True radials of the St. Louis omnirange extending from the Lambert-St. Louis Airport to a point 10 miles northwest of the omnirange station."

31. Section 601.2075 *Springfield, Mo., control zone* is amended by adding the following to present control zone: "and within 2 miles either side of the 19° and 199° True radials of the Springfield omnirange extending from the Springfield Municipal Airport to a point 10 miles northeast of the omnirange station."

32. Section 601.2078 is amended to read:

§ 601.2078 *Vichy, Mo., control zone*. Within a 3 mile radius of the Vichy Intermediate Field and within 2 miles either side of the southeast and northwest courses of the Vichy radio range extending from the radio range station to a point 10 miles southeast, and within 2 miles either side of the 69° and 249° True radials of the Vichy omnirange extending from the Vichy Intermediate Field to a point 10 miles northeast of the omnirange station.

33. Section 601.2268 *Ottumwa, Iowa, control zone* is amended by adding the following to present control zone: "and within 2 miles either side of the 311° and 131° True radials of the Ottumwa omnirange extending from the Ottumwa Municipal Airport to a point 10 miles southeast of the omnirange station."

34. Section 601.2297 is added to read:

§ 601.2297 *Jackson, Mich., control zone*. Within a 5-mile radius of Reynolds Airport, Jackson, Mich., extending 2 miles either side of a line bearing 313° True from the Jackson, Mich., non-directional radio beacon to a point 10 miles northwest.

35. Section 601.2298 is added to read:

§ 601.2298 *Omaha, Nebr., control zone*. Within a 5-mile radius of Offutt AFB, excluding the portion which overlaps Amber civil airway No. 4, and within 2 miles either side of a direct line from the center of Offutt AFB to the Weeping Water, Nebr., non-directional radio beacon extending from the Offutt AFB to a point 10 miles southwest of the Offutt Air Force Base.

36. Section 601.2299 is added to read:

§ 601.2299 *Limestone, Maine, control zone*. Within a 6-mile radius of Limestone AFB and within 2 miles either side of the northeast course of the Presque Isle, Maine, radio range extending from the Limestone AFB to the Presque Isle radio range station excluding that portion which lies outside of the United States and excluding that portion which overlaps the Presque Isle control zone.

37. Section 601.4219 is amended to read:

§ 601.4219 *Red civil airway No. 19 (Detroit, Mich., to Norfolk, Va.)*. Wellington, Ohio, VHF radio range station; Morgantown, W. Va., radio range station.

38. Section 601.4262 is amended to read:

§ 601.4262 *Red civil airway No. 62 (Pittsburgh, Pa., to Altoona, Pa.)*. No reporting point designation.

39. Section 601.4312 is added to read:

§ 601.4312 *Red civil airway No. 112 (Hawaiian Islands)*. No reporting point designation.

40. Section 601.4686 is added to read:



§ 601.4686 *Blue civil airway No. 86 (Goshen, Ind., to Dayton, Ohio).* No reporting point designation.

(Sec. 205, 52 Stat. 984, as amended; 49 U. S. C. 425. Interpret or apply sec. 601, 52 Stat. 1007, as amended; 49 U. S. C. 551)

This amendment shall become effective 0001 e. s. t. November 27, 1951.

[SEAL]

F. B. LEE,  
Acting Administrator  
of Civil Aeronautics.

[P. R. Doc. 51-14314; Filed, Nov. 30, 1951;  
8:58 a. m.]

## TITLE 32—NATIONAL DEFENSE

### Chapter V—Department of the Army

#### Subchapter E—Organized Reserves

#### PART 564—ENLISTED RESERVE CORPS

##### MISCELLANEOUS AMENDMENTS

Part 564 is amended as indicated below:

1. Section 564.2 is amended by changing paragraph (b) (1) (ii), rescinding paragraph (b) (1) (iii) through (vi), changing paragraphs (b) (3) (iii), (b) (3) (iv) and (f), and adding paragraphs (h) and (i), as follows:

§ 564.2 *Eligibility.* \* \* \*

(b) *Age.* (1) \* \* \*

(ii) Be signed in duplicate and fastened securely to the original and duplicate copies of the enlistment record.

(iii) [Revoked.]

(iv) [Revoked.]

(v) [Revoked.]

(vi) [Revoked.]

(3) *Applicants with prior service.* \* \* \*

(iii) *Individuals discharged from Regular Army or Air Force.* Male applicants last discharged from the Regular Army or Air Force with an honorable or general discharge, female applicants last discharged with an honorable discharge, and commissioned officers or warrant officers relieved from active duty under honorable conditions may be enlisted in the Enlisted Reserve Corps within 90 days after date of such discharge or relief from active duty, without regard to maximum age restrictions prescribed in subdivisions (i) and (ii) of this subparagraph.

(iv) *Individuals discharged from Organized Reserve Corps and National Guard of United States.* Male applicants last discharged from the Organized Reserve Corps or the National Guard of the United States with an honorable or general discharge and female applicants last discharged with an honorable discharge may be enlisted in the Enlisted Reserve Corps within 90 days after date of such discharge, without regard to maximum age restrictions prescribed in subdivisions (i) and (ii) of this subparagraph, provided they are otherwise eligible for enlistment in the Enlisted Reserve Corps.

(f) *Dependents.* Applicants having dependents are eligible for enlistment if otherwise qualified, except that any applicant having four or more dependents will be required to sign a waiver, as

shown below, of any deferment from active duty and discharge for hardship because of dependency status.

State of \_\_\_\_\_ ss:

City, town, or military post \_\_\_\_\_

I, \_\_\_\_\_, applicant for enlistment in the Enlisted Reserve Corps, understanding that if enlisted I am subject to being ordered into the active military service, do hereby waive any right I might have to deferment from active duty or discharge by reason of dependency status.

Signature \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Signature (ERC recruiting officer or officer administering oath) \_\_\_\_\_

(h) *Mental qualifications and educational requirements for female applicants.* Each female applicant without prior service must attain a converted score of 25 or higher on the Armed Forces Qualification Test and have a certificate of graduation from high school.

(i) *Individuals previously discharged because of hardship.* Applicants last discharged because of hardship are eligible for reenlistment if otherwise qualified, provided they furnish proof that the hardship no longer exists.

2. Sections 564.3 through 564.6 are rescinded and the following §§ 564.3 through 564.6 are substituted in lieu thereof:

§ 564.3 *Ineligibility.* The following individuals are ineligible for enlistment or reenlistment in the Enlisted Reserve Corps, even though they meet the requirements of § 564.2. No waivers will be granted except as otherwise indicated.

(a) Any person who has been ordered to report for preinduction physical and mental examination under the Selective Service Act of 1948, as amended.

(b) Any member of the Regular Army, Officers' Reserve Corps, National Guard, Coast Guard, Public Health Service, Coast and Geodetic Survey and of the Air Force, Navy, or Marine Corps (including Reserve components thereof), except under conditions stated in § 564.2 (e).

(c) Cadets at the United States Military Academy, United States Naval Academy, and the United States Coast Guard Academy.

(d) Insane or habitually inebriated person.

(e) Male applicants with prior service in any of the Armed Forces who were last separated from such service under other than honorable conditions or whose separation was because of unfitness, inaptitude, unsuitability, or other allied causes. (See § 571.2 (h) (13).) The Adjutant General may authorize enlistment in especially meritorious cases. In such cases, investigation will be made and evidence, including letters from at least three reputable citizens who are acquainted with the applicant, will be submitted through channels to The Adjutant General, Washington 25, D. C., Attention: AGPR-F, with appropriate recommendations.

(f) Persons who have been imprisoned under sentence of a civil court for other than a felony. Each area commander

is authorized to waive this disqualification in the case of applicants for enlistment in the Enlisted Reserve Corps within the area command who have served only short sentences for minor offenses and have lived for at least 6 months subsequently as law abiding members of a civil community, but only if in the opinion of the area commander the applicant will be an asset to the service.

(g) Persons who have been convicted of a felony or who have criminal charges filed and pending against them alleging a violation of a State, Federal, or Territorial statute. (For prior service personnel, only felonies committed subsequent to date of separation from last period of service are considered disqualifying.)

(h) Persons under parole, probation or suspended sentence from any civil court.

(i) Persons having frequent difficulty with law enforcement agencies, criminal tendencies, a long history of antisocial behavior, questionable moral character, or traits of character which render them unfit to associate with others. Each area commander (after complete investigation through law enforcement agencies) may waive this disqualification for enlistment in the Enlisted Reserve Corps.

(j) Homosexuals. No waivers will be granted.

(k) Persons discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard whose total time lost under AW 107 (or time lost under similar circumstances in the Navy, Coast Guard or Marine Corps) was 60 days or more during their last period of enlistment or active service. In meritorious cases, waivers may be granted by area commanders.

(l) Persons who have made application for retirement, or persons who are drawing retirement pay from any of the Armed Forces, whether retired for disability or length of service. (Applicants who are drawing pension, disability allowance, or disability compensation from the United States Government may be enlisted in the Enlisted Reserve Corps if physically qualified.)

(m) Female personnel with a dependent or dependents under 18 years of age, or a child or children under 18 years of age, or who have any legal or other custody, control, care, maintenance, or support of any child or children under 18 years of age. Women who have surrendered all rights to custody and control of such children or dependents through formal adoption or final divorce proceedings are eligible.

(n) Male personnel having four or more dependents, unless waiver of discharge by reason of dependency, as shown in § 564.2 (f), is signed.

(o) Applicants who admit or whose available records show they have at any time engaged in disloyal or subversive activities.

(p) Applicants who refuse to sign the Loyalty Certificate for Personnel of the Armed Forces (DD Form 98).

(q) Female applicants who were last separated from any of the Armed Forces with other than an honorable discharge.



§ 564.4 *Grade.* Enlistments will be in grade of private (grade E-1) except that:

(a) Former commissioned officers and warrant officers including individuals not on active duty who currently hold appointment in the Army of the United States only, may be enlisted in the grade of master sergeant provided they enlist within 90 days after relief from action duty or discharge under honorable conditions. Those enlisting after the expiration of the 90-day period may be enlisted in grades commensurate with their prior training and experience as authorized in pertinent special regulations.

(b) Former enlisted personnel of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or civilian components thereof, may be enlisted in the grade or equivalent grade (Navy, Naval Reserve, Coast Guard Reserve) held at the time of relief from active duty or discharge provided they enlist within 90 days after relief from active duty or discharge, unless eligible for higher grade under paragraph (g) of this section. Those enlisting after the expiration of the 90-day period may be enlisted in grades commensurate with their prior training and experience as authorized in pertinent special regulations.

(c) Reenlistment of former enlisted reservists who were discharged from the Enlisted Reserve Corps for the purpose of enlistment in the Regular Army is authorized in the grade held at time of discharge from the Regular Army, or the grade held in the Enlisted Reserve Corps immediately prior to enlistment in the Regular Army, whichever is higher, provided a lower grade held at time of discharge from the Regular Army was not due directly or indirectly to reduction for cause and such reenlistment is effected within 90 days from date of last discharge.

(d) Reenlistment after discharge from Enlisted Reserve Corps will be as follows:

(1) Individuals who were members of Reserve units, who reenlist within 20 days from date of last discharge from the Enlisted Reserve Corps, may be reenlisted for their own vacancy.

(2) Individuals who reenlist within 90 days from the date of last discharge from the Enlisted Reserve Corps may be reenlisted in the grade held at time of discharge.

(3) Individuals who reenlist after the expiration of the 90-day period following date of last discharge from the Enlisted Reserve Corps may be reenlisted in grades commensurate with their training and experience as authorized in pertinent special regulations.

(e) Applicants who have successfully completed the following number of years of ROTC instruction and whose termination of such instruction was under honorable conditions and for reasons other than academic failure are authorized the following scale of grade eligibility:

Years:	Grade
1-----	Private (E-2).
2-----	Private, First class.
3-----	Corporal.

(2) *Junior ROTC instruction.* When recommended by a professor of military science and tactics and being otherwise qualified, an ROTC cadet upon successful completion of 2 years of junior ROTC training will be authorized to enlist in the grade of private (E-2) or upon successful completion of the junior ROTC in the grade of private, first class.

(f) Applicants who have had satisfactory active service in the Army, Navy, Air Force, Coast Guard, or Marine Corps of at least 4 months and who are otherwise qualified and acceptable, if not eligible to enlist in a higher grade, will be enlisted in grade of private (E-2).

(g) Applicants without prior active Federal service, based on their civilian technical skills, may be enlisted in a higher grade upon approval of commanders authorized to make promotions in the Enlisted Reserve Corps, provided they are specifically enlisted for a unit undergoing training, and agree in writing to such assignment and training. Applicants with prior service may be enlisted similarly in a grade higher than that held upon discharge if the civilian technical skills acquired since discharge merit such higher grade.

(h) Individuals enlisted in the Enlisted Reserve Corps will be permitted to retain Army ratings such as parachutist, combat infantryman, and similar technical designations authorized by current directives, and appropriate notations will be made on their records to reflect such actions.

(i) Reenlistment after discharge from the National Guard will be as follows:

(1) Individuals who enlist within 90 days from date of last discharge from the National Guard may be enlisted in the Enlisted Reserve Corps in grade held at the time of discharge from the National Guard.

(2) Individuals who enlist after the expiration of the 90-day period following date of last discharge from the National Guard may be enlisted in the Enlisted Reserve Corps in grades commensurate with their prior training and experience as authorized in pertinent special regulations.

(j) Any applicant may be enlisted in a grade lower than the grade for which he is eligible for the purpose of accepting assignment to an existing vacancy in an Organized Reserve Corps unit, provided he agrees in writing to accept enlistment in such lower grade.

#### § 564.5 *Section for which enlisted.*

(a) Enlistments of male personnel normally will be made in the section of the Enlisted Reserve Corps for which best qualified. However, an applicant, if he so elects, may be enlisted for another section provided he is qualified for service in the section elected and in the grade, if above grade of private (E-1), for which he is eligible to enlist. Enlistments of male personnel are authorized in the following sections:

- (1) Adjutant General's Corps.
- (2) Armor.
- (3) Army Medical Service.
- (4) Army Security.
- (5) Artillery.
- (6) Chemical Corps.
- (7) Corps of Engineers.

- (8) Finance Corps.
- (9) Infantry.
- (10) Military Intelligence.
- (11) Military Police Corps.
- (12) Ordnance Corps.
- (13) Quartermaster Corps.
- (14) Signal Corps.
- (15) Staff Specialists.
- (16) Transportation Corps.

(b) Enlistments of female personnel will be only in the Women's Army Corps Section of the Enlisted Reserve Corps.

(c) Individuals who meet the requirements for the Inactive Reserve of the Enlisted Reserve Corps may be enlisted therein.

§ 564.6 *Length of enlistment.* Enlistments and reenlistments in the Enlisted Reserve Corps will be for a period of 3 years.

3. Section 564.8 is amended by changing paragraph (b) and adding paragraph (d) as follows:

#### § 564.8 *Physical examination.* \* \* \*

(b) An applicant for enlistment with prior active Federal service as an officer, warrant officer, or enlisted person since September 16, 1940, not reenlisting immediately upon discharge or relief from active duty therefrom, who has received a final type physical examination within a period of 1 year prior to date of enlistment or reenlistment, and a member of the Enlisted Reserve Corps who is reenlisted within 90 days following discharge, may be enlisted without a physical examination if otherwise qualified, provided he signs the statements on the reverse side of Form 165 to the effect that to the best of his knowledge and belief he is now sound and well and that he understands that if he is ordered into active military service he will be given a physical examination and may be discharged from the Enlisted Reserve Corps if found physically disqualified for military service upon that examination. Individuals with prior active military service who have not received a final type physical examination within a period of 1 year prior to enlistment or reenlistment will be examined as required in paragraph (d) of this section. Each applicant for enlistment in the Enlisted Reserve Corps who is drawing a pension, disability allowance, or disability compensation from the Government of the United States, will be given a physical examination regardless of the period of time since latest discharge from active service.

(d) All other applicants for enlistment or reenlistment will be given final type physical examination. Accomplishment of chest X-ray, electrocardiogram, audiometer reading, blood serology, lens correction, and microscopic urinalysis is not required unless otherwise indicated. Pelvic examination for female personnel is not required unless otherwise indicated. The report of physical examination may be accomplished and signed by a medical officer of any component of the United States Army, Navy, Air Force, or Marine Corps, whether or not on active duty, or by any reputable doctor of medicine. The signature of only one examiner is required. Any expense in-



curred in having such physical examination by a medical officer not on active duty or by a civilian physician will be borne by the applicant.

[SR 140-107-1, 12 Apr. 1951, C2, 7 Nov. 1951] (R. S. 161; 5 U. S. C. 22. Interpret or apply sec. 55, 39 Stat. 195, as amended, sec. 35, 41 Stat. 780; 10 U. S. C. 421, 423-427)

[SEAL] WM. E. BERGIN,  
Major General, U. S. Army,  
The Adjutant General.

[F. R. Doc. 51-14295; Filed, Nov. 30, 1951;  
8:48 a. m.]

## TITLE 32A—NATIONAL DEFENSE, APPENDIX

### Chapter III—Office of Price Stabilization, Economic Stabilization Agency

[CPR 22, Amdt. 4 to Supplementary  
Regulation 12]

#### CPR 22—MANUFACTURERS' GENERAL CEILING PRICE REGULATION

#### SR 12—EXTENSION OF EFFECTIVE DATE FOR PARTICULAR COMMODITIES

##### INDEFINITE EXTENSION OF TERMINATION DATE

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 (15 F. R. 6105), and Economic Stabilization Agency General Order No. 2 (16 F. R. 738), this Amendment 4 to Supplementary Regulation 12 to Ceiling Price Regulation 22 is hereby issued.

##### STATEMENT OF CONSIDERATIONS

Supplementary Regulation 12 to Ceiling Price Regulation 22 grants an option to manufacturers until December 1, 1951, to elect not to use CPR 22 for pricing certain listed commodities, until further action by the Director of Price Stabilization. This amendment extends that option for an indefinite time. It also makes some deletions from, and additions to, the list of commodities to which the option applies.

Most of the commodities listed in SR 12 were included because the Office of Price Stabilization has expected to issue tailor-made regulations covering them. Thus, SR 12 has enabled manufacturers of these commodities to avoid the double burden of establishing ceiling prices under CPR 22 and then under a tailored regulation. Because completion of some of these tailored regulations has been delayed, further extension of the option provided by SR 12 is desirable.

Commodities for which tailored regulations have already been issued are deleted from SR 12 by this amendment. These are ice, plain shelled peanuts and antifreeze.

The commodities being added to SR 12 by this amendment are, in the main, commodities for which OPS has recently begun preparation of tailored regulations. Manufacturers of these commodities may exercise the option provided by this supplementary regulation whether or not they have previously made CPR 22 effective as to themselves, and whether or not the effect of CPR 22 was to roll back their ceiling prices on these commodities. That this option extends to such manu-

facturers is made clear by the deletion of "continue to" from the first sentence of section 1 (a).

The nature of this amendment has rendered formal consultation with industry representatives, including trade association representatives, impracticable, but consultation has been had with and consideration has been given to the recommendations of members of the affected industries.

##### AMENDATORY PROVISIONS

Supplementary Regulation 12 to Ceiling Price Regulation 22 is amended in the following respects:

1. The first sentence of section 1 (a) is amended by deleting the words "continue to" and by substituting for the words "until December 1, 1951," the words "until further action by the Director of Price Stabilization" so as to make the sentence read as follows:

(a) *Optional period.* Notwithstanding any provisions of Ceiling Price Regulation 22, you may, until further action by the Director of Price Stabilization, elect not to use Ceiling Price Regulation 22 as to any of the commodities listed in paragraph (b) of this section and to use as to these commodities ceiling prices determined under the General Ceiling Price Regulation.

2. In section 1 (b) (6), after "Overhead door hardware," insert the following: "Overhead wooden doors equipped with hardware."

3. Section 1 (b) (16) is amended to read as follows:

16. The following bedding and upholstery commodities:

Mattresses.  
Box springs.  
Dual purpose sleeping equipment.  
Headboards for beds.  
Bed springs—coil and flat.  
Beds made entirely of metal, including roll-away, double-deck and bunk.  
Wire spring coils and coil constructions for bedding and upholstery.

4. Section 1 (b) (18) is amended to read as follows:

18. Soaps, cleansers and the products thereof, other than those covers by CPR 10.

5. Subparagraphs 8, 13, and 17 of section 1 (b) are deleted.

6. The following new subparagraphs are added to section 1 (b):

21. Decorative Christmas tree lighting sets.  
22. Phonograph records.  
23. The following electronic products:  
Radio and television receivers, electronic phonographs and combinations thereof designed for home use.  
Radios, automobile and portable.  
Tubes, electronic, for radio and television receivers, phonographs and combinations thereof, and for sound recording and reproducing devices and public address and paging systems.  
24. Lawn mowers, power and hand.

25. The following chemical products:  
Petrochemicals defined as synthetic organic chemicals containing one or more carbon atoms using fractions of crude petroleum, including hydrocarbon components of natural gas or raw materials.  
Superphosphate and mixed fertilizers.

25. The following chemical products—Con.

The following nitrogen compounds:

Synthetic sulphate of ammonia.  
Synthetic nitrate of soda.  
Ammonium nitrate.  
Ammonium nitrate-lime compound.  
Urea compounds.  
Urea-ammonia liquors.  
Nitrogen solutions.  
Anhydrous ammonia.  
Synthetic ammoniacal liquors.

26. The following textile products when covered by CPR 22:

Yarns, thread, broad woven fabrics (over 12 inches), and knitted fabrics (tubular or flat knit), greige or finished, produced from natural or synthetic textile fibers or yarns or from spinnable waste, for sale in rolls, spools, balls, bolts, or similar units, and not specifically cut or shaped exclusively for further processing into or for use as a part of individual end-use products.

27. The following building materials:

Asphalt and tarred roofing products.

28. Paper, paperboard, converted paper and paperboard products, gummed cloth, and flexible film packaging.

29. Galvanized ware such as water pails, garbage pails, square tubs, sprinkling cans, round tubs, and coal hods.

30. Meat fat shortening.

31. Upholstered household furniture made by any manufacturer, who in quoting prices for an article in different grades of cover during the CPR 22 base period, customarily classified cover material into different grades depending upon its cost, and had in effect and communicated to a substantial number of customers a written price list that quoted the price for an article of upholstered household furniture in lowest grade cover and established varying prices for the same article when furnished in different cover materials depending upon the grade into which the cover material fell.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

*Effective date.* This amendment shall become effective November 29, 1951.

MICHAEL V. DISALLE,  
Directors,

Office of Price Stabilization.

NOVEMBER 29, 1951.

[F. R. Doc. 51-14375; Filed, Nov. 29, 1951;  
4:44 p. m.]

[Ceiling Price Regulation 30, Supplementary  
Regulation 1, Revision 1, Correction]

#### CPR 30—MACHINERY AND RELATED MANUFACTURED GOODS

#### SR 1—ALTERNATIVE METHOD FOR DETERMINING CEILING PRICES BY ADJUSTING CEILING PRICES ESTABLISHED UNDER THE GENERAL CEILING PRICE REGULATION RATHER THAN BASE PERIOD PRICES

Due to a clerical error, several words were transposed in section 3 (a) (2) (iv) of CPR 30, SR 1, Rev. 1, issued and effective November 9, 1951. Accordingly, this section of CPR 30, SR 1, Rev. 1 is corrected to read as follows:

(iv) Divide the sum found under subdivision (ii) of this subparagraph by the total value of your sales, at base period prices, found under subdivision (iii) of this paragraph. The result is your overhead cost adjustment factor for these commodities.



(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 30, 1951.

[F. R. Doc. 51-14391; Filed, Nov. 30, 1951;  
9:59 a. m.]

[Ceiling Price Regulation 30, Supplementary  
Regulation 4, Correction]

**CPR 30—MACHINERY AND RELATED  
MANUFACTURED GOODS**

SR 4—ADJUSTMENTS UNDER SECTION 402  
(D) (4), DEFENSE PRODUCTION ACT OF  
1950, AS AMENDED

Due to typographical and clerical errors, several mistakes were made in Supplementary Regulation 4 to Ceiling Price Regulation 30, issued and effective November 9, 1951. Accordingly, Supplementary Regulation 4 to Ceiling Price Regulation 30 is corrected as follows:

1. The first sentence of section 5 (a) (10) is corrected to read as follows:

(10) CPR 30 permits certain items of cost normally considered as overhead to be included in calculating your labor and materials cost adjustment.

2. The first sentence of section 12 (e) is corrected to read as follows:

(e) Multiply your base period price for the commodity you are pricing by your "total 1950 overhead period factor".

3. The last sentence of section 12 (g) is corrected to read as follows: "If your '1951 overhead period unit overhead' is less than your '1950 overhead period unit overhead', subtract the difference from your base period price."

4. The second sentence in section 13 (a) (2) is corrected to read as follows:

"You do this in accordance with the method described in section 12 upon the basis of the net sales and the value of production of the entire business, but you substitute for your total factory overhead and your total general overhead the factory overhead and the general overhead which have not been allocated."

5. The last sentence in section 15 is corrected to read as follows: "Thereafter, any sale which you are then permitted to make at a ceiling price established under CPR 30 may be made at your adjusted ceiling price."

6. Section 18 (c) is corrected to read as follows:

(c) In applying the provisions of CPR 30, or of Supplementary Regulation 1, Revision 1, to CPR 30, to your calculations under this supplementary regulation, do the following:

7. Section 20 (b) is corrected to read as follows:

(b) *Additional records required by this supplementary regulation.* In addition to the records required by section 44 of CPR 30, you must prepare and preserve for the life of the Defense Production Act of 1950, as amended, and for two years thereafter all records necessary to deter-

mine whether you have determined correctly your adjusted ceiling prices under this supplementary regulation, including appropriate worksheets showing your computations of adjusted ceiling prices under the provisions of this supplementary regulation. In addition, you must keep all records showing prices at which you have sold, or offered for sale, commodities subject to this supplementary regulation for two years after the date of such sale or offer.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 30, 1951.

[F. R. Doc. 51-14389; Filed, Nov. 30, 1951;  
9:58 a. m.]

[Ceiling Price Regulation 78, Amdt. 1 to  
Supplementary Regulation 1]

**CPR 78—BASIC ALCOHOLIC BEVERAGE  
REGULATION**

**SR 1—DOMESTIC BULK WHISKEY**

ADJUSTMENT FACTOR FOR DOMESTIC BULK  
WHISKEY DISTILLED DURING OCTOBER,  
1951

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 (15 F. R. 6105), and Economic Stabilization Agency General Order No. 2 (16 F. R. 738), this Amendment 1 to Supplementary Regulation 1 to CPR 78 is hereby issued.

**STATEMENT OF CONSIDERATIONS**

Supplementary Regulation 1 to Ceiling Price Regulation 78 establishes, in general, dollar-and-cent ceiling prices for sales of domestic bulk whiskey. In establishing the dollar-and-cent ceiling prices for bulk whiskey distilled before October 1, 1951 (the date of issuance of SR 1), section 402 (d) (3) of the Defense Production Act of 1950, as amended, was complied with. That provision requires that ceiling prices for processors of agricultural commodities (such as distillers) must not be set at a level lower than that which will generally permit such processors to reflect the parity prices (or one of the other specified legal minimum prices) for those agricultural commodities back to the growers. As was stated in the Statement of Considerations to SR 1, the requirements of section 402 (d) (3) will continue to be complied with by the issuance of adjustment factors, to be applied to the dollar-and-cent prices already set forth, in order to determine the ceiling prices for bulk whiskey produced during each month after the date of issuance of SR 1. The adjustment factors are intended to reflect the increased or decreased costs, if any, of those agricultural commodities which are used by distillers and are selling below the prescribed legal minima.

This amendment, therefore, sets forth the adjustment factor for domestic bulk whiskey distilled during the month of October, 1951. The factor was computed in light of the prices prevailing during that month for those agricultural commodities which are used by distillers and

which were selling below the legal minima prescribed in section 402 (d) (3) of the Defense Production Act of 1950, as amended.

**FINDINGS OF THE DIRECTOR**

In the formulation of this amendment, special circumstances have rendered consultation with industry representatives, including trade association representatives, impracticable. In the Director's judgment the ceiling prices established by this amendment are generally fair and equitable and are necessary to effectuate the purposes of Title IV of the Defense Production Act of 1950, as amended. In addition, the ceiling prices established by this amendment are no lower than the minimum prices required by section 402 (d) (4) of the Defense Production Act of 1950, as amended.

As far as practicable the Director of Price Stabilization gave due consideration to the national effort to achieve maximum production in the furtherance of the objectives of the Defense Production Act of 1950, as amended; to parity prices and the other minimum requirements of the law including prices prevailing during the period from May 24, 1950, to June 24, 1950, inclusive; and to relevant factors of general applicability.

**AMENDATORY PROVISIONS**

The "adjustment factor per original proof gallon" to be used, under Supplementary Regulation 1 to Ceiling Price Regulation 78, in determining the ceiling price for all domestic bulk whiskey distilled during the month of October, 1951, is zero per original proof gallon. Therefore, Table IV of Supplementary Regulation 1 to Ceiling Price Regulation 78 is amended by the insertion of "October, 1951" in the column headed "Month of distillation", and by the insertion of "0" in the column headed "Adjustment factor per original proof gallon."

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

*Effective date.* This amendment is effective December 5, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 30, 1951.

[F. R. Doc. 51-14390; Filed, Nov. 30, 1951;  
9:59 a. m.]

[Distribution Regulation 3]

**DR 3—ALLOCATION OF BEEF TO THE  
MILITARY**

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 (15 F. R. 6105), Delegation of Authority by the Secretary of Agriculture with respect to meat, as amended, (16 F. R. 11620) and Economic Stabilization Agency General Order 5, Revision (16 F. R. 11875) this Distribution Regulation 3 is hereby issued.

*Preamble.—The purpose of this regulation.* One of the effects of the elimination of slaughter quotas has been to make it vastly more difficult for the Armed Services to get adequate supplies



of beef. While quotas were in effect, the Office of Price Stabilization was able to assist the Armed Services to procure beef by granting increased quotas to those slaughterers who filled military orders. Under this system the Armed Services were able to obtain their requirements of beef on a voluntary basis.

The elimination of slaughter quotas changed all this. Since the enactment of the Butler-Hope Amendment, there have developed serious distortions in normal patterns of livestock slaughter. Packers who have in the past supplied the Armed Services have been unable to do so because their kill was reduced. The Armed Services have been unable to obtain anything like their normal requirements of beef.

The situation has improved somewhat in recent weeks. However, the Armed Services still need substantial quantities of beef. Moreover, so long as the agency is powerless to deal with distortions in livestock slaughter, there is danger that the situation of the last few months will recur on a more serious scale. Finally, there is reason to believe that some of the recent offerings of beef to the Armed Services have been attributable at least in part to the joint announcement by the Department of the Army and this agency of the program which is embodied in this regulation.

There are now some 3,500,000 men in the Armed Services. Those responsible for the administration of defense controls must take steps to assure these men of an adequate supply of beef. This regulation is designed to deal with the problem.

*The technique of the regulation.* In World War II, the so-called set aside orders provided that each packer must deliver to the military a fixed percentage of his total kill. The distortions of cattle slaughter which have resulted from the elimination of quotas have necessitated the use of a different technique in this regulation.

One of the principal considerations to be taken into account in any program for allocating meat to the Armed Services is to minimize as much as possible the impact of the allocation on normal patterns of civilian distribution. If there were a normal pattern of cattle slaughter a conventional set aside taking a fixed percentage of each packer's total kill would obviously be the best way of providing beef to the Armed Services while disturbing as little as possible the movement of beef in civilian channels.

Where, however, the kill of some packers is considerably below normal, requiring those packers to deliver beef to the military would disturb even further a pattern of distribution which has already been adversely affected by reduction in the volume of slaughter. On the other hand, there are a number of packers whose slaughter is above 1950 levels and who have more than enough beef to supply normal amounts to their traditional customers.

It is obvious that a program which requires only those packers killing in excess of a specified percentage of their 1950 kill to deliver beef to the military

will have the least adverse effect on normal civilian distribution. For that reason we have used this basic technique in this regulation.

*The provisions of the regulation.* The scheme of this regulation is a simple one. Each slaughterer operating in a federally inspected plant has a priority base for each accounting period determined by multiplying his base period slaughter by the priority percentage. With certain exceptions, his base period slaughter is equivalent to his actual kill for his own account in the corresponding period of 1950. The priority percentage is a figure published as a supplement to this regulation by the Office of Price Stabilization. The percentage will be fixed at a level sufficient to assure the Armed Services of an adequate supply of beef and will be adjusted from time to time to reflect changes in slaughter volume and slaughter patterns and changes in the extent of the Armed Services' requirements.

If in a particular accounting period a packer's actual slaughter exceeds his priority base by more than 25,000 pounds he must fill military orders for a quantity of carcass beef or hindquarters or boneless beef equivalent to the entire quantity of the excess. In general, hindquarters will be ordered by the military only from kosher slaughterers who desire to deliver forequarters to their civilian trade. Conversion factors are supplied to translate excess slaughter in live weight to carcass, hindquarter or boneless weight.

This regulation applies not only to slaughterers operating federally inspected plants but also to custom slaughterers who have cattle killed for them in those plants. If a custom slaughterer's kill in a particular plant exceeds his priority base for that plant he must make available to the military a quantity of beef equal to his excess slaughter.

Each order by the military will have to be filled within the time specified in the order or within the time agreed upon with the military. In general, if a slaughterer fails to fill military orders within the required time, he may not deliver beef which he should deliver to the military to any other person.

For the present, the military expect to place orders under this regulation only for the three top grades of beef, prime, choice and good. Thus far they have been able to obtain adequate supplies of beef for processing. However, the regulation permits the military to place, under its provisions, orders for any grade of beef desired.

The fact that the military desire beef only of certain qualities and that at different periods of time they may desire beef of one quality rather than another indicates the wisdom of the requirement imposed in Distribution Regulation 2 that all beef be graded in accordance with the standard Department of Agriculture grades. The use of these grades provides an objective standard which the military can use in designating the qualities of beef desired and, in addition, there is an objective measure of whether slaughterers are in a position to comply with the orders.

Without such an objective standard there would be an easy means of evading the regulation by claiming that beef of the quality ordered by the military was unavailable. Moreover there would room for serious dispute between a slaughterer and the military as to whether beef offered to the military was of the desired quality.

It is clear therefore that a uniform system of standard grades is indispensable to the efficient and equitable operation of the priority system established by this regulation.

The regulation provides rules to cover cases where offers are made to the military and are rejected. The rules are designed to preclude efforts to evade the requirements of the regulation while at the same time relieving the slaughterer of the burden of keeping small quantities of beef on hand for an unreasonably long time in cases where the packer is unable to accumulate enough beef to fill an order.

There are also rules for crediting deliveries. These rules provide that deliveries of beef of a grade different from those which the military have announced they are procuring under the regulation will not be credited to an obligation arising under this regulation. They also provide for crediting deliveries by multi-plant companies, and define the manner in which deliveries are credited. One point is worthy of note. A slaughterer may not by making deliveries in one accounting period, establish a credit to set off against an obligation arising out of excess slaughter in a subsequent accounting period. In other words, there will be no carry-forwards.

Since the priority system established by this regulation is necessary to promote the national defense, this regulation overrides all contracts which may be inconsistent with its provisions.

There is an adjustment provision comparable to that in Distribution Regulation 1 and a simple record keeping requirement.

The regulation authorizes placing of orders by "the military." Most of the orders will be placed by the Department of the Army which procures almost all beef for the Armed Services. However, military is defined so as to include all three of the Defense Departments and hence the regulation permits placing of orders for beef by other branches of the defense establishment when that proves necessary. The regulation does not, of course, require the military to place orders.

In accordance with the announcement in the joint Department of the Army-OPS press release of November 1, 1951, this regulation permits the military to place orders immediately based on slaughter in accounting periods commencing after October 27, 1951.

*Conclusions.* The provisions of this regulation are necessary and appropriate to promote the national defense. In formulating those provisions, the Director of Price Stabilization has consulted with industry representatives and has given consideration to their recommendations.



## REGULATORY PROVISIONS

Sec.

1. What this regulation does.
2. Where this regulation applies.
3. How to determine how much beef you must make available to the military.
4. Your obligation to deliver beef to the military.
5. Effect of offers to the military.
6. Effect of deliveries.
7. Effect on contracts.
8. Adjustments or other relief.
9. Records.
10. Prohibitions.
11. Enforcement.
12. Petitions for amendment.
13. Interpretations.
14. Zones.
15. Definitions.

**AUTHORITY:** Sections 1 to 15 issued under sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154. Interpret or apply Title I, 64 Stat. 798, as amended; 50 U. S. C. App. Sup. 2061. E. O. 10161, Sept. 9, 1950, 15 F. R. 6105; 3 CFR, 1950 Supp.

**SECTION 1. What this regulation does.** This regulation applies to you if you are registered as a Class 1 slaughterer or recorded as a Class 1A slaughterer under Distribution Regulation 1. The regulation requires you to make deliveries of beef pursuant to military orders in certain circumstances. In general, you are obligated to make such deliveries where your slaughter of cattle in a particular accounting period exceeds a specified percentage of your base period slaughter of cattle. Of course, the military are not required to order any beef from you and you are not required to make deliveries if you do not receive an order.

**SEC. 2. Where this regulation applies.** This regulation applies in the 48 States and the District of Columbia.

**SEC. 3. How to determine how much beef you must make available to the military—(a) Introductory.** This section provides generally that if, in a particular accounting period, your slaughter of cattle is in excess of a specified percentage of your base period slaughter of cattle, you must make available to the military an amount of beef equivalent to the excess. The words "make available" means that you must make deliveries if the military place an order.

**(b) General rules.** Section 3 (c) tells you how to compute the amount of beef which you must make available to the military as a result of your slaughter in a particular accounting period. In applying the provisions of section 3 (c), follow these rules:

**(1) Rule 1.** The amount of beef which you must make available to the military is determined in part by your slaughter. For the purposes of this regulation, "your slaughter" means (i) slaughter which you perform for your own account if you are a Class 1 slaughterer or (ii) slaughter performed for your account by a Class 1 slaughterer, if you are a Class 1A slaughterer. "Your slaughter" does not include slaughter which you perform for the account of others.

**(2) Rule 2.** If you operate more than one slaughtering establishment, this regulation applies to each establishment as though it were operated by a separate person. If you are a Class 1A slaughterer and have cattle slaughtered in more than

one establishment, you treat separately your cattle slaughter in each establishment.

**(c) Computation.** Compute the quantity of beef which you must make available to the military as a result of your slaughter in a particular accounting period, as follows:

**(1)** Determine your "priority base" by multiplying your base period slaughter of cattle in pounds live weight by the applicable priority percentage. The "priority percentage" applicable in a particular accounting period will be published by OPS as a supplement to this regulation. Section 3 (d) tells you how to find your "base period slaughter."

**(2)** At the end of each accounting period, compare your actual slaughter of cattle in pounds live weight in that accounting period with your priority base for that period. If your actual slaughter of cattle exceeded your priority base by more than 25,000 pounds, the entire quantity of the excess is your excess slaughter.

**(3)** Your excess slaughter will be in pounds live weight. To determine the quantity of carcass beef or hindquarters which is equivalent to your excess slaughter, multiply the amount of the excess slaughter by .59. To determine the quantity of boneless beef which is equivalent to your excess slaughter, multiply the amount of the excess slaughter by .40. You must make available to the military a quantity of carcass beef or of hindquarters or of boneless beef or of any combination of two or all three of those kinds of beef equivalent to your excess slaughter.

**Examples.** 1. Suppose your accounting periods are on a calendar month basis. Assume that your base period slaughter of cattle for November is 500,000 pounds live weight. Suppose the priority percentage applicable in your November 1951 accounting period is 80 per cent. Your priority base for November 1951 is 400,000 pounds live weight ( $500,000 \times .80$ ). Assume that your actual slaughter of cattle in pounds live weight in November 1951 is 420,000. You have no excess slaughter for November 1951 and you need not make any beef available to the military because your actual slaughter in November does not exceed your priority base by more than 25,000 pounds live weight.

2. Assume that your base period slaughter of cattle for December is 600,000 pounds live weight. Suppose the priority percentage applicable in your December 1951 accounting period is 70 per cent. Your priority base for December 1951 is 420,000 pounds ( $600,000 \times .70$ ). Assume that your actual slaughter of cattle in December 1951 amounts to 600,000 pounds. Your excess slaughter is 180,000 pounds ( $600,000 - 420,000$ ). You must make available to the military 106,200 pounds of carcass beef or 106,200 pounds of hindquarters ( $180,000 \times .59$ ) or 72,000 pounds of boneless beef ( $180,000 \times .40$ ) or any combination of carcass beef, hindquarters and boneless beef equivalent to 180,000 pounds live weight.

**(d) Base period slaughter.** Section 3 (c) told you how to compute the amount of beef which you must make available to the military. One of the elements of the computation was your base period slaughter of cattle. This section 3 (d) tells you how to determine your base period slaughter.

**(1) If you are a Class 1 slaughterer.** (i) Most Class 1 slaughterers will have filed with OPS a Form 34 and will have received from OPS a Form 34 endorsed by the Chief of the Livestock and Meat Distribution Branch. If you have received such a form, your base period slaughter for each accounting period is the cattle base shown on the "T" line of Form 34 for that accounting period less the amount in pounds live weight of the slaughter of cattle which you performed for others shown on the "O" line of Form 34 for that accounting period.

(ii) If you were registered as a Class 1 slaughterer prior to July 31, 1951, and you have not filed an acceptable Form 34 with OPS you are required by Distribution Regulation 1 to file an acceptable Form 34 prior to December 5, 1951. If you do not file an acceptable Form 34 prior to December 5, your base period slaughter of cattle will be deemed to be zero until such time as you do file, and the entire amount of your slaughter of cattle, if it exceeds 25,000 pounds live weight, will be excess slaughter.

(iii) If you have been registered after July 31, 1951 to slaughter cattle as a Class 1 slaughterer, OPS will assign to you a base period slaughter of cattle for each of your accounting periods.

(iv) Keep in mind two facts about your base period slaughter. First, base period slaughter unlike slaughter bases under Distribution Regulation 1, does not include slaughter for the account of others. Second, in most cases base period slaughter will be the amount of your actual slaughter for your own account in 1950. However, if you have received an adjustment or assignment of quota bases under Distribution Regulation 1, the amount of the adjustment or assignment, distributed by accounting periods, is included in base period slaughter.

**(2) If you are a Class 1A slaughterer.** As a Class 1A slaughterer you received a copy of Form DO 1-4 from the Class 1 slaughterer who killed cattle for you in 1950. On the basis of that form your Class 1 slaughterer made a distribution of your 1950 slaughter by accounting periods in order to fill out Form 34. Your base period slaughter for each accounting period is your base shown on the records of the Class 1 slaughterer which he used in preparing Form 34. Your Class 1 slaughterer is required to show you how, in filling out Form 34, he distributed by accounting periods slaughter which he performed for your account in 1950.

**SEC. 4. Your obligation to deliver beef to the military—(a) Introductory.** Section 3 explained how to determine how much beef you must make available to the military as a result of your slaughter in a particular accounting period. This section tells you the circumstances under which you must make deliveries to the military.

**(b) When you must make beef available.** The amount of your slaughter in a particular accounting period (called the "obligating period") determines the amount of beef which you must make available to the military. However, you



need not make any beef available to the military due to your slaughter in the obligating period until the obligating period has expired.

(c) *Orders by the military.* The military will give you written orders calling for the delivery of beef. Each order will specify:

(1) The kind of beef (whether carcass beef or hindquarters or boneless beef), the grade or grades, and the amount of each kind and grade required;

(2) The date or dates on which delivery of specified amounts of each kind and grade is desired;

(3) Whether deliveries of quantities which are not sufficient to move at carload or truckload freight rates will be accepted.

The orders placed by the military will be at the applicable ceiling price specified in Ceiling Price Regulation 24 unless you agree to accept a lower price.

(d) *When you must receive military orders.* An order by the military for a quantity of beef based on excess slaughter in the obligating period must be received by you in the succeeding accounting period. If you do not receive such an order in the succeeding accounting period, you are no longer required to make available to the military a quantity of beef based on your excess slaughter in the obligating period. Also if you receive from the military in the accounting period following the obligating period an order or orders calling for delivery of only part of the beef which you are required to make available as a result of excess slaughter in the obligating period, and the accounting period following the obligating period expires without your receiving any further orders, your obligation to make available the balance which has not been ordered is ended.

(e) *Notification to the military.* Upon receipt of a military order you must notify the military in writing whether you will fill the order on the specified delivery date or dates. If you cannot fill the order on the specified date or dates, you may request an extension of the date or dates. The military may extend the delivery date or dates. However, any extension must be in writing. An oral extension of delivery dates will not be binding on the military.

(f) *When you must fill military orders.* (1) There will be a specific date on which you must make delivery of beef ordered by the military. Ordinarily that date will be the one specified in the order. However, if the military have extended in writing the time for delivery, the delivery date will be the one specified in the written consent to an extension given you by the military.

(2) If you have received more than one order from the military, you must fill the orders in accordance with the specified delivery dates, regardless of which order was placed with you first.

(3) (i) If you do not, on or before the required delivery date, make a delivery to the military of the full amount of beef of the kind and grade specified in an order, you may not deliver any beef of that grade to any other person until you have first filled the military order.

(ii) If a military order specifies a willingness to accept beef of more than one grade, the prohibition in this section 4 (f) applies to deliveries of beef of all the grades specified.

(iii) The prohibition in this section 4 (f) against delivery to a person other than the military applies to deliveries from one establishment to another even though the two establishments are owned by the same person or by persons affiliated with each other.

(iv) The prohibition in this section 4 (f) applies regardless of any contract, agreement or other obligation.

(v) There is one exception to the prohibition in this section 4 (f). That exception will be found in section 5 (d).

(g) *Method of delivery.* If, on a sale of beef to the military pursuant to this regulation, you use your place of business as your distribution point in accordance with Ceiling Price Regulation 24, you must, if the military order requires you to do so, load the beef on commercial carriers for delivery to the military.

SEC. 5. *Effect of offers to the military—(a) Introductory.* In certain cases offers of beef to the military will discharge in whole or in part your obligation to deliver beef to the military, even though the military reject the offer. This section specifies the circumstances in which an offer will discharge an obligation to deliver. Section 5 (b) applies to offers of quantities sufficient to move at carload or truckload freight rates. Section 5 (c) applies to offers of smaller quantities. For the effect of completed deliveries, see section 6.

(b) *Offers of carload or truckload quantities.* This section 5 (b) applies only to offers of quantities of beef sufficient to move at carload or truckload freight rates. Offers of smaller quantities will discharge an obligation to deliver only in the cases specified in section 5 (c). Offers of carload or truckload quantities will not discharge an obligation to deliver except in accordance with each of the following rules:

(1) *Rule 1.* An offer will not discharge an obligation to deliver unless it is made after receipt of an order placed under this regulation. In this respect it is unlike an actual delivery which, in some cases, will discharge an obligation to make beef available to the military even though the delivery is made prior to receipt of such an order. See section 6, Rule 3.

(2) *Rule 2.* An offer will not discharge an obligation to deliver unless it is made in writing.

(3) *Rule 3.* An offer will not discharge an obligation to deliver unless the military have rejected the offer in writing or unless 8 days have elapsed from the time you mailed or delivered the offer to the military.

(4) *Rule 4.* An offer will not discharge an obligation to deliver unless the beef offered is of the kind and grade specified in the order placed with you by the military and unless the beef offered conforms to military specifications.

(5) *Rule 5.* An offer to make deliveries out of a particular plant will not discharge an obligation to deliver unless

the military has placed an order with that plant, or unless the plant from which it is proposed to make deliveries is in the same zone as the plant with which the military has placed the order. Zones are defined in section 14.

(6) *Rule 6.* An offer will discharge an obligation to deliver even if it proposes delivery in advance of the date specified in the military order which has been placed with you.

(7) *Rule 7.* An offer discharges your obligation to deliver beef to the military only to the extent of the amount offered. For example, if the military has ordered 60,000 pounds of carcass beef and you offer 35,000 pounds which the military decline to accept, you are still required to deliver the remaining 25,000 pounds.

(c) *Offers of small quantities.* There are only two situations in which an offer of a quantity of beef which is not sufficient to move at carload or truckload freight rates will discharge an obligation to deliver beef to the military.

(1) The first situation is where the military have specified in the order that they will accept the quantity which you offer. In that situation, subject to Rules 1 to 7 inclusive of section 5 (b), your offer will discharge your obligation to deliver to the extent of the amount offered.

(2) The second situation is where the delivery date on which you are required to deliver beef to the military has expired and you are prohibited by section 4 (f) from making deliveries of beef to any other person until you have first filled the military order. If at the expiration of 10 days after the delivery date you have not accumulated sufficient beef of the kind and grade ordered to move at carload or truckload freight rates, you may offer the amount which you have accumulated. Subject to Rules 1 to 7, inclusive, of section 5 (b), the offer will discharge your obligation to deliver to the extent of the amount offered. Once you have made such an offer you may make a similar offer at the end of each 10-day period thereafter and subject to Rules 1 to 7, inclusive, of section 5 (b) your offer will discharge your obligation to deliver to the extent of the amount offered. In the situation described in this section 5 (c) (2) you must always offer the entire amount which you have accumulated at the time of the offer and if the military accept you must make delivery of that amount.

(d) *Deliveries to other persons where the military do not accept an offer.* If the military reject in writing, or within 8 days of mailing or delivery fail to accept in writing, a written offer which you have made, you may sell the beef offered, to another person in spite of section 4 (f). However, where section 4 (f) applies you may sell to another person only the amount offered to the military and no more. Of course, if your offer discharges your entire obligation to deliver beef to the military, there will no longer be any restriction on your deliveries to other persons.

SEC. 6. *Effect of deliveries—(a) Rules.* If you make deliveries to the military, those deliveries will be credited to your



obligation to make beef available to the military subject to the following rules:

(1) *Rule 1.* From time to time the military will designate by formal announcement the grades of beef for which it is placing orders under the provisions of this regulation. Deliveries of beef of a grade different from those designated will not be credited to an obligation arising under this regulation.

(2) *Rule 2.* If you own or operate more than one plant you may make deliveries out of one plant to discharge an obligation arising out of excess slaughter in another only if (i) the two plants are in the same zone or (ii) the military agree to accept deliveries out of one plant as a discharge of your obligation arising out of excess slaughter in another. Zones are defined in section 14.

(3) *Rule 3.* Deliveries will be credited first to any outstanding order or orders, second to any obligation arising out of excess slaughter in the accounting period preceding the one in which the deliveries are made and third to any obligation arising out of excess slaughter in the accounting period in which the deliveries are made. However, deliveries will not be credited to an obligation arising out of excess slaughter which occurs in any accounting period subsequent to the one in which the deliveries occur.

(4) *Rule 4.* In applying Rules 1, 2 and 3, you may count deliveries which you made even though you were not required to make them by any order placed under this regulation.

(b) *Meaning of "delivery to the military."* This regulation frequently refers to deliveries to the military. As used in this regulation, a delivery to the military means either delivery directly to the military or delivery to some person such as a boner (1) if the military order you in writing to make delivery to that person or (2) if the meat is delivered to that person for use in filling a military contract.

*SEC. 7. Effect on contracts.* This regulation must be complied with regardless of any existing or future obligation arising out of a contract or agreement or otherwise. You may not be held liable for damages or penalties for any act or failure to act resulting directly or indirectly from compliance with this regulation.

*SEC. 8. Adjustments or other relief.*

(a) If you find that you need an adjustment or other relief under this regulation, you may apply in writing to the National Office of the Office of Price Stabilization. The application must show what adjustment or relief you are requesting and all the facts showing your need for the adjustment or relief. You must give any further information requested by the Office of Price Stabilization.

(b) If the Director of the Office of Price Stabilization finds that this regulation works a hardship upon you not suffered generally by other Class 1 and Class 1A slaughterers, or that the application of this regulation to you in a particular instance would not be in the interest of the national defense, he will grant the adjustment or relief you re-

quest or such other adjustment or relief as may be appropriate in the circumstances.

(c) However, no adjustment will be granted under this regulation in the amount of your base period slaughter.

*SEC. 9. Records.* (a) You must preserve for inspection by the Office of Price Stabilization for as long as the Defense Production Act of 1950, as amended, remains in effect and for two years thereafter the following records:

(1) A copy of each order for beef placed with you by the military pursuant to this regulation.

(2) Every other document or paper relating to that order or to its performance prepared by you or received by you from the military. This includes but is not limited to all notifications under section 4 (e), all requests for extension of delivery dates, all notices by the military extending or declining to extend delivery dates, all offers to make delivery, all acceptances or rejections of such offers, and all notices by the military requiring delivery to subcontractors.

(b) All records required to be preserved under this section may, 90 days after the date of the transaction to which they relate, be transferred to and preserved thereafter on microfilm.

*SEC. 10. Prohibitions.* You shall not do any act prohibited or omit to do any act required by this regulation. You shall not offer, attempt or agree, or solicit another, to do or omit any such act. You shall not conceal or falsely represent any information as to which this regulation requires records to be kept.

*SEC. 11. Enforcement.* If you violate any provision of this regulation, you are subject to the criminal penalties and civil remedies provided by the Defense Production Act of 1950, as amended.

*SEC. 12. Petitions for amendment.* If you seek an amendment to any provision of this regulation, you may file a petition for amendment. The petition should conform as nearly as possible to the requirements for petitions for amendment contained in Price Procedural Regulation 1, Revised (16 F. R. 4974), issued by the Office of Price Stabilization.

*SEC. 13. Interpretations.* If you have any doubt as to the meaning of this regulation, you should write to the Division Counsel, Food and Restaurant Division, Office of Price Stabilization, Washington 25, D. C., for an interpretation. Any action taken by you in reliance upon and in conformity with a written official interpretation will constitute action in good faith pursuant to this regulation.

*SEC. 14. Zones.* (a) The significance of zones is explained in section 5 (b), Rule 5, and in section 6 (a), Rule 2.

(b) For purposes of this regulation, (1) Zone 1 means the New England States and the States of New York, New Jersey, Pennsylvania, Delaware, and Maryland and the District of Columbia.

(2) Zone 2 means the States of Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, and Kansas.

(3) Zone 3 means the States of Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Kentucky, Tennessee, Alabama, Mississippi, Arkansas, Louisiana, Oklahoma and Texas.

(4) Zone 4 means the States of Montana, Idaho, Wyoming, Colorado, New Mexico, Arizona, Utah, Nevada, Washington, Oregon and California.

*SEC. 15. Definitions.* When used in this regulation, the term:

(a) "Accounting period" means a period of a calendar month or a period of at least four weeks and not more than five weeks in length used by you in keeping your books and records, and shall be the same period used by you in making reports to the Office of Price Stabilization, pursuant to Distribution Regulation 1.

(b) "Boneless beef" means "frozen boneless beef (4-way military specifications)" or "beef, processing (military specifications—Jan-B-617 and Jan-B-723)".

(c) "Carcass beef" means a side of beef prepared in accordance with the standards prescribed in Ceiling Price Regulation 24.

(d) "Grade" means one of the standard Department of Agriculture grades of beef, the use of which is required by Distribution Regulation 2.

(e) "Hindquarter" means the posterior portion of a side of beef prepared in accordance with the standards prescribed in Ceiling Price Regulation 24.

(f) "Military" means the Department of the Army or the Department of the Navy or the Department of the Air Force or any officer, employee, or agency of one of these Departments authorized to procure beef on behalf of one or more of these Departments.

(g) "You" means any individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of the foregoing.

*Effective date.* The provisions of this regulation shall be effective on December 5, 1951. The military may place orders pursuant to this regulation based on slaughter in accounting periods commencing after October 27, 1951.

NOTE: All record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 30, 1951.

[F. R. Doc. 51-14392; Filed, Nov. 30, 1951; 9:59 a. m.]

[Distribution Regulation 3, Supplement 1]

DR 3—ALLOCATION OF BEEF TO THE  
MILITARY

SUPP. 1—PRIORITY PERCENTAGE

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161 (15 F. R. 6105), Delegation of Authority by the Secretary of Agriculture with respect to meat, as amended (16 F. R. 11620), and Economic Stabili-



zation Agency General Order 5, Revision (16 F. R. 11875), this Supplement 1 to Distribution Regulation 3 is hereby issued.

The purpose of this supplement is explained in the statement accompanying Distribution Regulation 3 issued simultaneously herewith.

The priority percentage applicable to accounting periods beginning after October 27 shall be 100 per cent.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

**Effective date.** This supplement is effective December 5, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 30, 1951.

[F. R. Doc. 51-14393; Filed, Nov. 30, 1951;  
9:59 a. m.]

## Chapter IV—Salary and Wage Stabilization, Economic Stabilization Agency

### Subchapter A—Salary Stabilization Board

[General Salary Stabilization Regulation 1, Revised]

#### GSSR 1—STABILIZATION AND AUTHORIZED ADJUSTMENTS OF SALARIES AND OTHER COMPENSATION

**Statement of considerations.** This regulation integrates the principal rules relating to stabilization of salaries and other compensation paid to employees under the jurisdiction of the Salary Stabilization Board. Effective January 1, 1952, the regulation supersedes General Salary Stabilization Regulations 1 and 3 and General Salary Orders 1 through 6.

In the formulation of the various provisions of this regulation, due consideration has been given to the standards and procedures set forth in Title IV and Title VII of the Defense Production Act, as amended; there has been consultation with industry representatives, and consideration has been given to their recommendations.

#### REGULATORY PROVISIONS

Sec.

1. General provisions.
2. Stabilization of salaries and other compensation.
3. Cost-of-living contracts.
4. Maintenance of compensation relationships.
5. Merit and length of service increases, promotions, and other changes in position.
6. New or modified salary schedules or plans.
7. Auxiliary pay practices.

**AUTHORITY:** Sections 1 to 7 issued under sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154. Interpret or apply Title IV, 64 Stat. 803, as amended; 50 U. S. C. App. Sup. 2101-2110, E. O. 10161, Sept. 9, 1950, 15 F. R. 6105; 3 CFR, 1950 Supp.

#### SECTION 1. General provisions.

**SEC. 1.1 Definitions.** As used in this regulation:

(a) The term "employees" means all persons who are employed in bona fide executive, administrative, professional or outside salesmen capacities, as those terms are defined in paragraph (b), and

who in their relationships with their employer are not represented by duly recognized or certified labor organizations, other than the following:

(1) Physicians employed in a professional capacity by licensed hospitals, clinics and like medical institutions for the care of the sick or disabled;

(2) Attorneys licensed to practice law employed in a professional capacity by an attorney or a firm of attorneys engaged in the practice of his or their profession;

(3) Employees subject to the provisions of the Railway Labor Act, as amended;

(4) Employees who are bona fide residents of and actually employed in Puerto Rico, the Virgin Islands, or the Panama Canal Zone; and

(5) Such categories of employees as the Salary Stabilization Board, with the concurrence of the Chairman of the Wage Stabilization Board, determines should properly be under the jurisdiction of the Wage Stabilization Board.

(b) The terms "outside salesmen" and "bona fide executive, administrative, or professional capacity" shall have the same meaning as provided by regulations under section 13 (a) (1) of the Fair Labor Standards Act, as amended. The pertinent provisions of such regulations are published as Part 541 of Chapter V of Title 29 (29 CFR, 1950 Supp.).

(c) The term "salaries and other compensation" shall include all forms of remuneration to employees by their employers for personal services, including, but not limited to, vacation and holiday payments, night shift and other bonuses, incentive payments, year-end bonuses, employer contributions to or payments of insurance or welfare benefits, employer contributions to a pension fund or annuity, payments in kind, and premium overtime payments.

(d) The term "base compensation" means compensation paid to an employee for the normal work-week, month or other normal time unit, exclusive of overtime, extended work-week compensation, shift differentials or other penalty or premium rates, vacation, holiday and like allowances (as distinguished from regular salary continued during vacations or holidays), bonuses authorized by General Salary Stabilization Regulation 2, commissions on sales and other business transactions, and pension, insurance and health and welfare benefits paid by the employer or contributions of the employer on account thereof and other fringe benefits.

(e) The term "group of employees" means all employees whom an employer has historically or usually treated together in making the type of adjustments in salaries or other compensation that is being made. For the purpose of merit or length of service increases, the term "group of employees" excludes temporary and part-time employees and those employed on a trial basis.

(f) The term "Board" means the Salary Stabilization Board.

(g) The term "Office" means the Office of Salary Stabilization.

**SEC. 1.2 Applicability of this regulation.**

**SEC. 1.21 Scope of this regulation.** This regulation applies only to employees as defined in section 1.1 of this regulation.

**SEC. 1.22 Applicability to non-Federal Government employees.** Adjustments in the salaries and other compensation of state, county, municipal and other non-Federal government employees, whose salaries and other compensation are fixed by statute, ordinance, or regulation of duly constituted authorities of such governmental bodies, may be made, in general conformance with salary stabilization regulations, without approval by the Office of Salary Stabilization. The Office of Salary Stabilization may review such salary adjustments and revoke or modify them if they are found to be in conflict with salary stabilization regulations.

**SEC. 1.23 Applicability to employees of certain non-profit organizations.** (a) Adjustments in the salaries and other compensation of employees of religious, charitable, scientific, literary, educational organizations, and cemetery companies which are exempt from Federal income taxes under section 101 (5) and (6) of the Internal Revenue Code (the pertinent provisions of which are set forth in Appendix B to this regulation) may be made, in general conformance with salary stabilization regulations, without approval by the Office of Salary Stabilization, except as otherwise provided in paragraph (b). The Office of Salary Stabilization may review such salary adjustments and revoke or modify them if they are found to be in conflict with salary stabilization regulations and may revoke the authorization granted hereby with respect to any such organization.

(b) The general authorization hereby granted shall not apply to the salaries or other compensation of employees of a business enterprise owned or operated by an organization defined in paragraph (a) if the income of the business enterprise is not exempt from federal income taxes.

**SEC. 1.24 Applicability to sales employees.** To the extent that the provisions of this regulation are in conflict with the provisions of any other general salary stabilization regulation relating to sales employees, the provisions of the latter regulation shall govern.

**SEC. 1.3 Reduction in compensation not required.** Nothing in this regulation shall be construed to require the stabilization of salaries or other compensation for any position at less than that paid during the period from May 24, 1950, to June 24, 1950.

**SEC. 1.4 Inequities created by salary adjustments.** No inequity created by an adjustment in salary or other compensation authorized by this regulation shall constitute a basis for the adjustment of salaries and other compensation under this or any other salary stabilization regulation.

**SEC. 1.5 Application to other laws.** The authorization of an adjustment in



salary or other compensation under this or any other stabilization regulation shall not constitute a determination that the adjustment is valid or proper under any other law or regulation of the United States or of any State, territory, possession or subdivision thereof.

**SEC. 1.6 Compliance with statutes and orders establishing minimum rates of compensation.** Increases are hereby authorized in salaries and other compensation of employees to bring such salaries and other compensation into compliance with any applicable statute or order of the duly constituted authorities acting under any law of the United States, or of any state, the District of Columbia, or any territory or possession of the United States establishing minimum rates of compensation.

**SEC. 1.7 Administration of regulations.**

**SEC. 1.71. Petitions.** Petitions for the approval of any increase in salaries and other compensation not otherwise permitted by this regulation shall be filed with the Office of Salary Stabilization. They shall be prepared in such form and filed in such manner and at such place as may from time to time be required by the Office of Salary Stabilization.

**SEC. 1.72. Record keeping required.** Employers shall keep records sufficient to establish compliance with this regulation. Such records shall be maintained for three years following each calendar year in which any salary adjustment was made pursuant to this regulation for the purpose of such inspection and the preparation of such reports as the Office of Salary Stabilization may from time to time authorize or require.

**SEC. 1.8. Certain regulations and orders superseded.** Effective January 1, 1952, the following regulations and orders are hereby superseded in their entirety:

- (a) General Salary Stabilization Regulation 1, adopted on July 5, 1951.
- (b) General Salary Stabilization Regulation 3, adopted on September 12, 1951.
- (c) General Salary Order 1, dated August 3, 1951.
- (d) General Salary Order 2, dated September 28, 1951.
- (e) General Salary Order 3, dated October 12, 1951.
- (f) General Salary Order 4, dated October 29, 1951.
- (g) General Salary Order 5, dated October 29, 1951.
- (h) General Salary Order 6, dated October 30, 1951.

**SEC. 1.9. Effective date of this regulation.** This regulation shall take effect on January 1, 1952.

**SEC. 2. Stabilization of salaries and other compensation.**

**SEC. 2.1 General stabilization of salaries and other compensation.** Except as authorized by this regulation or under applicable wage and salary stabilization regulations in effect at the time, no employer shall pay any employee and no employee shall receive salaries and other compensation at a rate in excess of the rate at which such employee was compensated on January 25, 1951, without

approval by the Office of Salary Stabilization.

**SEC. 2.2 General increases to correct certain inequities.**

**SEC. 2.21 Ten percent increase authorized.** If general increases in salary levels of a group of employees have been less than ten (10) percent since the first regular payroll period for such group ending on or after January 15, 1950, future increases in salaries and other compensation may be permitted in amounts up to but not in excess of the difference between the permissible ten (10) percent and the total of such increases and any other increases chargeable against the permissible ten (10) percent.

**SEC. 2.22 Definitions under this section 2.2—(a) General increases in salaries.** For the purpose of calculating increases in salary levels, general increases made prior to January 25, 1951, need not be included, unless they increased straight-time earnings for the group by one (1) percent or more, but such increases shall be included if made subsequent to that date. General increases do not include merit or length of service increases or adjustments as the result of promotions, transfers, or the assignment to new or changed positions.

**(b) Increases in other compensation.** Increases in other compensation, for the purpose of this section 2.2, are prorated changes in compensation benefits such as night shift bonuses, overtime premium rates, vacation, holiday and like allowances, pension, insurance, and health and welfare benefits paid by employers, or contributions of employers on account thereof.

**SEC. 2.23 Base pay period abnormalities.** Companies, including groups of employees thereof, having no payroll period ending on or about January 15, 1950, because they were not in operation at that time, or having plainly abnormal pay levels during that period because of seasonal peculiarities, broad changes in product mix, wide swings in employment, and the like, may apply to the Office of Salary Stabilization for appropriate and supportable adjustments of the base period compensation level figures against which employee compensation changes are to be measured. The Office of Salary Stabilization is authorized to give consideration on application to the special problems of seasonal industries; and to unusual cases involving firms or industries in which the rates on or about January 15, 1950, were grossly out of line with their normal relationships, provided the parties had no adequate opportunity to correct such misalignment by January 25, 1951.

**SEC. 2.24 Rare and unusual cases.** In rare and unusual cases where the critical needs of essential civilian or defense production require it, the Office of Salary Stabilization is authorized to consider the approval or authorization of increases in salaries and other compensation greater in amount than those specified in section 2.21. Such cases will be limited to those situations where there are serious manpower shortages and in which other governmental agencies con-

cerned with production and manpower problems certify to the Office of Salary Stabilization that a concerted program has been undertaken to remedy the shortages and that an increase in salaries or other compensation is indispensable to attract required labor to or retain it in essential civilian or defense industries or plants.

**SEC. 2.25 Reports.** Increases in salaries and other compensation permitted by section 2.21 do not require the approval of the Office of Salary Stabilization. No such increase shall be deemed permissible, however, unless appropriate written reports are filed with the Office of Salary Stabilization within twenty (20) days after such increases are made effective. Such reports shall be in such form and shall contain such information as the Office of Salary Stabilization may prescribe. These reports are subject to review and, in addition to any other penalty provided by law, the increases on which they report are subject to revocation if they are found to exceed permissible limits.

**SEC. 3. Cost-of-living contracts.**

**SEC. 3.1 Certain terms defined.** As used in this section 3:

(a) The term "cost-of-living" provision means a provision in a written contract or in a written salary plan which establishes a defined relationship between the salaries of employees covered by the provision and a national or applicable local acceptable index.

(b) "Acceptable index" means any Consumers Price Index (frequently referred to as the cost-of-living index) published by the Bureau of Labor Statistics, or such other index as the Board determines to be acceptable for the purpose of this section.

**SEC. 3.2 Certain cost-of-living increases permissible without approval.** Increases required by cost-of-living provisions in a written contract or in a written salary plan formally determined and communicated to the employees on or before January 25, 1951, may be put into effect without approval by the Office of Salary Stabilization.

**SEC. 3.3 "Charge-Off" of cost-of-living increases.** Increases put into effect under this section 3 based upon changes in an acceptable index up to and including January 15, 1951, shall be charged against the amount of increases permissible under subsection 2.21 of this regulation. Increases put into effect under this section 3 based upon changes in an acceptable index after January 15, 1951, need not be charged against, and may exceed, the amount of increases permissible under section 2.21, but such increase shall be charged against the amount of increases permissible under section 4.1.

**SEC. 3.4 Reports of increases made under this section.** Reports of increases made under this section 3 shall be filed with the Office of Salary Stabilization not more than twenty (20) days after any increase hereunder is put into effect. Such reports shall be in such form and shall contain such information as the



Office of Salary Stabilization may prescribe.

**SEC. 4. Maintenance of compensation relationships.**

**SEC. 4.1 Percentage increases to maintain historical or customary relationships.**

**SEC. 4.11 Authorized percentage adjustments.** An employer may from time to time make adjustments in the salaries and other compensation of employees subject to the jurisdiction of the Salary Stabilization Board, as provided in sections 4.12 and 4.13, without approval of the Office of Salary Stabilization, in order to reestablish and maintain historical or customary relationships and differentials which existed on January 25, 1951, between the compensation of various groups of his employees.

**SEC. 4.12 Computation of authorized percentage increases.** (a) For the purposes of this regulation:

(1) The term "base compensation" means compensation paid to an employee for the normal work-week, month or other normal time unit, exclusive of overtime, extended work-week compensation, shift differentials or other penalty or premium rates, vacation, holiday and like allowances (as distinguished from regular salary continued during vacation or holidays), bonuses authorized by General Wage Regulation 14 or General Salary Stabilization Regulation 2, commissions on sales and other business transactions, pension, insurance and health and welfare benefits paid by the employer or contributions of the employer on account thereof and other fringe benefits.

(2) An increase in base compensation shall include, among others, any cost-of-living or tandem increases under the provisions of wage or salary stabilization regulations but shall exclude merit or length of service increases, increases as the result of promotions or transfers or the assignment of an employee to a new or changed position, increases out of the 10 percent general increase fund permitted under wage or salary stabilization regulations, and increases granted in individual cases because of interplant inequities.

(b) The employer shall make separate computations for all the employees on his payroll subject to the jurisdiction of the Wage Stabilization Board, consolidating all such payrolls for the purpose on a uniform payroll period basis, and for the employees on his payroll subject to the jurisdiction of the Salary Stabilization Board, consolidating all such payrolls for the purpose on the same uniform payroll period basis.

(c) The employer may make such computations, without approval of the Office of Salary Stabilization, as follows:

(1) Take all payroll periods beginning with the first payroll period commencing after January 26, 1951, and ending with the payroll period as of which the adjustment in base compensation authorized by this regulation is being computed.

(2) Compute for each such payroll period the dollar amount of all increases in base compensation granted in each such payroll period to employees subject

to the jurisdiction of the Wage Stabilization Board.

(3) Divide the dollar amount of the total increases in base compensation for each payroll period in which increases have taken place by the dollar amount of the total base compensation paid all such employees for the payroll period. The result shall be considered the percentage increase granted in that payroll period.

(4) Add the percentage increases for each payroll period. The result shall be considered the gross percentage increase in base compensation granted such employees for all payroll periods included under subparagraph (1).

(5) Compute similarly the gross percentage decrease in base compensation of such employees for all such payroll periods and deduct such percentage from the gross percentage increase computed in subparagraph (4). The result shall be considered the net percentage increase in base compensation granted such employees during all payroll periods included under subparagraph (1).

(6) Compute the net percentage increase in the base compensation of employees subject to the jurisdiction of the Salary Stabilization Board for all payroll periods included under subparagraph (1) in the same manner as the net percentage increase in the base compensation of employees subject to the jurisdiction of the Wage Stabilization Board was computed in subparagraphs (1) to (5) of this paragraph (c).

(d) If the net percentage increase granted to employees subject to the jurisdiction of the Salary Stabilization Board is less than the net percentage increase granted to employees subject to the jurisdiction of the Wage Stabilization Board, the difference represents the authorized percentage of base compensation of the employees under the jurisdiction of the Salary Stabilization Board by which their salaries and other compensation may be adjusted. The dollar amount obtained by multiplying by this authorized percentage the total base compensation payroll for such employees for the last payroll period included in the computation is the fund available to the employer per payroll period for future increases in salaries and other compensation.

**SEC. 4.13 Increases subsequent to the computation of the first adjustment.** (a) If an employer desires to make adjustments in salaries and other compensation of employees under the jurisdiction of the Salary Stabilization Board pursuant to this regulation, subsequent to the first computation of the amount of authorized percentage increases pursuant to section 4.12, he may proceed in the same manner as outlined in section 4.12. Each subsequent computation, however, shall begin with the payroll period immediately following the close of the last payroll period used by the employer in the preceding computation made pursuant to section 4.12.

(b) Any authorized percentage increase in the compensation of employees subject to the jurisdiction of the Salary Stabilization Board available to but unused by the employer under a preceding computation of percentage increases authorized under this regulation may be

added by the employer to the authorized percentage increase obtained in a subsequent computation and may be used in computing the dollar amount thereof.

**SEC. 4.14 Distribution of authorized increases.** (a) The aggregate fund or any portion thereof under sections 4.12 and 4.13 of this regulation shall be available to the employer for adjustments in salaries and other compensation subject to the following limitations:

(1) Increases in salaries and other compensation authorized by this regulation may only be granted if the employer first applies so much of the fund as may be needed to restore historical or customary differentials in his company between the compensation of foremen and supervisors and employees supervised by them and thereafter to remove any existing inequities in the compensation of other employees or groups of employees subject to the jurisdiction of the Salary Stabilization Board.

(2) Any part of the fund not distributed pursuant to subparagraph (1) shall then be available to the employer for adjustments in salaries and other compensation for any employees, including those whose salaries and other compensation were increased under subparagraph (1), but no employee shall receive out of such part of the fund an increase in compensation in excess of the authorized net percentage available under this regulation.

(b) To the extent that the aggregate fund available under this regulation has not been otherwise distributed, any part of the balance may be added to the bonus fund authorized by General Salary Stabilization Regulation 2 and paid by way of bonuses.

(c) Any increase in salaries and other compensation authorized by this regulation shall not be chargeable against the ten (10) percent general increase fund available to an employer for increases in salaries and other compensation under section 2.21 of this regulation.

**SEC. 4.15 Substitute methods of computation.** In any case in which, because of the employer's payroll practices or for any other reason, the employer is unable to make the computations provided for in sections 4.12 and 4.13, he may apply to the Office of Salary Stabilization for approval of a substitute computation to accomplish substantially the same purpose as the computation provided for in such sections. The Office of Salary Stabilization may approve any such application provided that it finds that the substitute formula is consistent with the computation provided for in, and with the purposes of, this regulation.

**SEC. 4.2 Extended work week compensation for foremen and supervisors.**

(a) An employer who on or prior to January 25, 1951, had a plan or practice of paying foremen or supervisors additional compensation for hours worked in excess of a normal work week may continue to pay additional compensation to such employees in accordance with such plan or practice.

(b) An employer who did not have such a plan or practice may pay a foreman or a supervisor in a position comparable to a foreman additional com-



pensation during a regularly extended work week for hours worked in excess of the normal work week, but the additional compensation shall not, without approval of the Office of Salary Stabilization, exceed his straight-time rates.

**SEC. 4.3 Adjustment of inter-plant inequities.** The Office of Salary Stabilization is hereby authorized to approve adjustments in salaries and other compensation of employees subject to the jurisdiction of the Salary Stabilization Board in order to correct inter-plant inequities in a manner consistent with the general policies of the Salary Stabilization Board and based upon industry or area practice and other pertinent factors.

**SEC. 5 Merit and length of service increases, promotions and other changes in position.**

**SEC. 5.1 General provisions.**

**SEC. 5.11 Definitions.** (a) "Salary range" means a scale of salaries for a position or classification with minimum and maximum salaries which are either clearly designated or are established by specific formula. Each range is defined by a minimum and a maximum salary and may be expressed as the spread between the two, or it may be expressed by a series of specific salaries between the minimum and maximum.

(b) "Salary range method of payment" means the determination of individual salaries in accordance with a salary range, based on merit or length of service or a combination of the two.

(c) "Personal or random method of payment" for a group of employees means the method of payment employed for such employees in the absence of the salary range method of payment.

(d) "Salary plan" means a plan contained either in a written statement of policy or procedure, or in a written notice that has been furnished to or posted for the employees, or in some combination of these documents. The plan must contain a salary range for each group of employees covered by the plan and maximum amounts or percentages of merit or length of service increases which may normally be made. In accordance with the normal operation of the salary plan the employee would normally be reviewed for a merit increase or entitled to a length of service increase at or before the time the increase may be granted.

**SEC. 5.12. Applicability to revised salary schedules.** This section 5 shall apply only to salaries, salary ranges and salary plans in effect on January 25, 1951, or thereafter authorized or approved under applicable general wage or salary stabilization regulations.

**SEC. 5.13. Increases shall not justify prior increases.** Salary adjustments made under this section 5 shall not, except as otherwise provided by the Defense Production Act of 1950, as amended, furnish a basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings, and employers making such adjustments shall be deemed to have made a representation to that effect.

**SEC. 5.2 Merit and length-of-service increases.**

**SEC. 5.21 Under the salary range method of payment.** (a) Merit or length-of-service increases may be granted, in accordance with the terms of a salary plan, to the employees covered by the plan, but the employer must in all respects conform to the plan. If the plan authorizes merit or length-of-service increases in any calendar year for a group of employees in a total dollar amount in excess of six (6) percent of the total base compensation of the employees in such group, such increases may be granted to employees in the group, provided that the total dollar amount of all merit and length-of-service increases that are granted in the calendar year to all employees subject to the jurisdiction of the Salary Stabilization Board (including the employees covered by the plan) shall not exceed six (6) percent of the total base compensation of all such employees during the calendar year.

(b) In the absence of a salary plan, an employer with a salary range for a group of employees but without a salary plan for the group may grant merit and length-of-service increases to the employees in the group in any calendar year up to an amount not in excess of six (6) percent of the total base compensation of the employees in the group: *Provided, however,* That no employee shall be raised to a salary higher than the maximum of the salary range for his position or classification. The maximum amount of such increases that may be granted shall be computed on a per payroll period basis as follows:

(1) Total the base compensation for the payroll period ending nearest January 15 of the current calendar year of all the employees in the appropriate group. This total may be expressed as a weekly, monthly or other figure, in accordance with past payroll practice. Six (6) percent of this figure is the total dollar amount which may be granted for future merit and length of service increases per payroll period in the current calendar year.

However, if base payrolls have increased during the course of the current year, a larger fund for merit and length of service increases may be obtained by averaging the totals of the base compensation for the payroll periods ending nearest the fifteenth day of each elapsed month of the year and applying six (6) percent to this average.

(2) The total of the dollar increases so authorized for each payroll period during a calendar year constitutes the maximum dollar amount of merit and length-of-service increases which may be granted during that calendar year.

(3) Regardless of the particular payroll period in which merit and length-of-service increases are granted, the dollar amount of all such increases in any payroll period shall be multiplied by the number of payroll periods in the calendar year for the purpose of determining the total dollar amount of the merit and length-of-service increases granted during the calendar year. The total dollar amount so determined shall not exceed

the maximum authorized in paragraph (2).

(4) All merit and length-of-service increases, including those granted to employees who thereafter quit or were thereafter promoted, transferred or otherwise separated from their positions, shall be charged against the amount allowable for such increases. Increases granted to temporary and part-time employees and those employed on a trial basis and increases resulting from promotions or transfers of employees shall not be charged against the amount allowable for such increases.

**SEC. 5.22. Under the random or personal method of payment.** An employer with a personal or random method of payment for a group of employees may make merit or length-of-service increases to such employees within the following limitations:

(a) The total dollar amount of all merit and length-of-service increases that may be granted in any calendar year to employees in the group, expressed as a percentage of the total of their base compensation, shall not exceed six (6) percent (as computed in paragraph (b) of section 5.21); and

(b) The maximum increases granted to any employee shall not exceed ten (10) percent of his salary.

**SEC. 5.3 Promotions or transfers to higher paid positions.** When a bona fide promotion or transfer of an employee to a higher paid position is made and the employee is required to perform the normal duties of such position, the employee's salary may be increased in accordance with the provisions of sections 5.31 and 5.32.

**SEC. 5.31 Positions with salary ranges.** (a) If the position to which the employee is promoted or transferred has a salary range, the salary within the range to which the employee may be increased shall be governed by the practices or policies set forth in a written statement of policy or procedure in actual operation on January 25, 1951. If such written statement did not exist or it did not contain specific policies or practices governing the salary to which a newly promoted or transferred employee may be increased, the employee may be increased to a salary corresponding to his ability, experience, and training, provided such salary is not in excess of the salary paid to an employee having the most nearly comparable duties and responsibilities as established by relevant records.

(b) Such increase shall not be deemed a merit or length-of-service increase if made within 90 days after the promotion or transfer.

(c) In no event shall the employee's salary be increased to a salary in excess of the maximum of the salary range of the classification to which he is promoted or transferred.

**SEC. 5.32 Positions under random or personal method of payment.** (a) An employee in, or promoted or transferred into, a group with the personal or random method of payment may be promoted or transferred to a higher paid position and increased to a salary cor-



responding to his ability, experience and training, provided such salary is not in excess of the highest salary paid to an employee having the most nearly comparable duties and responsibilities, as established by relevant records.

(b) Such increase shall not be deemed a merit or length-of-service increase if made within 90 days after the promotion or transfer.

**SEC. 5.33 Sworn certificates.** (a) In the case of increases in salaries or other compensation made as the result of promotions or transfers, there shall be attached to the payroll or personnel records of the employer a supporting certificate sworn to by an officer of the corporation, or, if the employer is a partnership, by one of the partners, or, if a sole proprietorship, by the proprietor.

(b) The certificate shall in each case state that the promotion or transfer which has resulted in the increase in salary or other compensation is a bona fide promotion or transfer and shall summarize the pertinent facts supporting that conclusion.

(c) Such certificate shall be made at the time of the promotion or transfer or at least once a month with respect to all employees promoted or transferred during the preceding month.

**SEC. 5.4 Demotions or transfers to lower paid positions.** (a) Except as otherwise provided by paragraph (b) and (c), an employee permanently transferred to a lower paid position may be paid no more than the maximum salary for such position. Such transfer shall, in any event, be deemed permanent if the employee remains in the lower paid position for more than ninety (90) days.

(b) Provided an employee actually performed the duties of a higher paid position for more than one hundred twenty (120) days, the reduction in salary to the maximum authorized by paragraph (a) may be effected on a graduated basis in accordance with a past plan or practice set forth in a written statement of policy or procedure in actual operation on January 25, 1951. If such written statement did not exist, the employer may effect such reduction in salary on a prorated basis provided the reduction is accomplished in full within six (6) months after the date on which the transfer or demotion to the lower paid position was deemed permanent.

(c) In the case of an employee who has been in his position for at least three (3) years and who is transferred or demoted to a lower paid position because of sickness, disability or superannuation, the employer may continue to pay the salary for the previous position.

#### **SEC. 5.5. Salaries for new employees.**

**SEC. 5.51. Payment under salary range method.** (a) A new employee may not be hired at a salary exceeding the minimum of the established salary range of the classification into which he is hired, except as provided by this section 5.51.

(b) A new employee with more than the minimum ability, experience and training required for the classification into which he is hired may be hired at a salary within the established salary

range corresponding to his ability, experience and training.

(c) A new employee may be hired at a lower salary and subsequently increased to a higher salary corresponding to his ability, experience and training within a period not to exceed one hundred twenty (120) days. Such an increase shall not be deemed a merit or length-of-service increase.

(d) In no event shall a new employee be paid a salary higher than the maximum of the salary range of the classification into which he is hired.

**SEC. 5.52. Payment under personal or random method.** An employee hired into a group with the personal or random method of payment may be hired (a) at a salary corresponding to his ability, experience and training, but such salary must not be in excess of the salary paid to an employee having the most nearly comparable duties and responsibilities, as established by relevant records, or (b) at a lower salary and subsequently increased, within a period not to exceed one hundred twenty (120) days, to a salary corresponding to his ability, experience and training but not in excess of the salary paid to an employee having the most nearly comparable duties and responsibilities, as established by relevant records. Such an increase shall not be deemed a merit or length-of-service increase.

#### **SEC. 5.6 Salaries for new or changed positions.**

**SEC. 5.61 Basis for establishing salaries.** Salaries for new or changed positions may be established in accordance with the methods and principles in effect on January 25, 1951, for maintaining a balanced relationship between the salaries for the various positions and jobs in the company. If no such system was in effect on that date, the salaries established for the new or changed positions must be related to salaries for the most nearly comparable positions, making proper allowances for any difference in the requirements of knowledge, skills, duties, responsibilities or other factors normally taken into account. Slight or inconsequential changes in duties or responsibilities shall not provide the basis for establishing new classifications, salaries or salary ranges, nor justify changes in existing classifications, salaries or salary ranges.

**SEC. 5.62. Sworn certificate.** In the case of each new or changed position, there shall be attached to the payroll or personnel records of the employer a supporting certificate sworn to by an officer of the corporation, or, if the employer is a partnership, by one of the partners, or, if a sole proprietorship, by the proprietor. The certificate shall in each case state that the new or changed position is necessary to the operations of the company and has been established in good faith and shall summarize the pertinent facts supporting that conclusion. Such certificate shall be made at the time of the creation of the new or changed position, or at least once a month with respect to all new or changed positions created during the preceding month.

**SEC. 5.7. Reductions in compensation not required for certain transferred employees.** Notwithstanding anything to the contrary in this regulation, an employee regularly employed at a plant of an employer and who was actually employed in good faith for the purpose of working at such plant, may be transferred to a similar or comparable position in another plant of the same employer without reduction in salary or other compensation. Any such transferred employee may continue to be paid in accordance with the authorized plan or practice of the employer applicable to the position in the plant from which he was transferred.

#### **SEC. 6. New or modified salary schedules or plans.**

**SEC. 6.1 Prerequisites for approval of new salary plans or modifications of existing salary plans.** A new salary plan or modification of an existing plan governing individual salary increases may be approved by the Office of Salary Stabilization in the light of the employer's past practice and of relevant practice in the industry, occupation or area, as may be appropriate. The application for approval of such a plan must include:

- (1) Description of each position or classification.
- (2) The grouping of positions into salary grades or levels.
- (3) Salary range for each position or classification.
- (4) Specified limits for increases.
- (5) The time or times for review for the purpose of merit or length of service increases.
- (6) Adequate data in support of any past practice or relevant practice in the industry, occupation or area upon which the employer relies.

#### **SEC. 6.2 Salary schedules for new plants.**

**SEC. 6.21 Definition of "new plant".** The term "new plant" means a plant, enterprise, or other employment unit, which on January 25, 1951, had not commenced the production of the materials or the rendition of the services for which it is established or converted.

**SEC. 6.22 Criteria for establishing rates of salaries in new plants.** The following criteria shall be applied in determining and evaluating a schedule of salaries in new plants:

(a) In a new plant of an existing enterprise, established at the same location, the salaries for the positions in the new plant shall be the same as the lawful salaries for the same or comparable positions in the existing enterprise.

(b) In all other cases (except as otherwise authorized for transferred employees by section 5.7) the schedule of salaries for the new plant shall not exceed:

- (1) Salaries for the same or comparable positions in the same industry in the same local employment area, or, if none
- (2) Salaries for the same or comparable positions in a comparable industry in the same local employment area, or, if none
- (3) Salaries for the same or comparable positions in the same industry located in the most nearly comparable employment area.



(c) For the purposes of paragraph (b) of this section, where only the comparable salaries for key jobs are available in a given employment area, such salaries may be selected, and the schedule may be constructed by interpolation with proper relationships between the salaries of other positions and the salaries of the key positions.

#### SEC. 6.23 *Procedures for establishing rates of salaries in new plants.*

(a) A new plant shall file with the Office of Salary Stabilization a report containing the following:

(1) A statement of the facts relied upon to support the conclusion that it is a new plant; and

(2) A schedule of the salaries which are in effect for each classification; and

(3) A statement explaining how the criteria specified in section 6.22 have been applied in determining the salaries.

(b) Requests for approval of salary plans for new plants shall include the data specified in section 6.1 of this regulation.

(c) The report required by paragraph (a) of this subsection must be filed at least three weeks prior to the proposed date for hiring employees. If, after submitting the report, the employer receives no communication pertinent thereto from the Office of Salary Stabilization, the salaries may be put into effect, subject to the condition, which shall be communicated by the employer to all employees affected by the schedule, that the salaries are interim salaries payable pending receipt of a ruling as to their approvability and subject to adjustment with respect to payroll periods beginning after the date of receipt by the employer of any ruling of partial disapproval.

SEC. 6.24 *Requests for modification.* The Office of Salary Stabilization, in accordance with regulations or statements of policy issued by the Board, will consider requests for modification of the criteria specified in section 6.22 where the application of such criteria with respect to the internal structure of a salary schedule or with respect to supplemental compensation practices would be unworkable or would cause undue hardships in the circumstances of the particular case. Such requests should be accompanied by a full and clear statement of the circumstances on which the request is based. Terms of compensation not in accordance with section 6.22 may not be put into effect without prior approval by the Office of Salary Stabilization.

SEC. 7. *Auxiliary pay practices.* (a) Operation of any of the following plans or practices may continue if the plan or practice was in effect on or before January 25, 1951, and the method of application is consistent with the method of application over a reasonable period of time prior to January 25, 1951:

(1) The normal operation or application of incentive rates or plans; or

(2) Change from one shift to another; or

(3) The payment of overtime, premium, or penalty rates; or

(4) Severance or termination pay; or  
(5) Other similar auxiliary pay practices.

(b) Benefits from an insurance or welfare plan or coverage under a pension plan which accrue to an individual employee as a result of a change in his length of service, classification, earnings, or similar individual circumstances may be provided or adjusted in amount if made pursuant to the specific terms of a plan in effect on January 25, 1951.

NOTE: The record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Approved by the Salary Stabilization Board on October 30, 1951, to take effect January 1, 1952.

RAYMOND B. ALLEN,  
Chairman.

#### APPENDIX B

##### INTERNAL REVENUE CODE (26 U. S. CODE) SEC. 101

SEC. 101. *Exemptions from tax on corporations.* (5) Cemetery companies owned and operated exclusively for the benefit of their members or which are not operated for profit; and any corporation chartered solely for burial purposes as a cemetery corporation and not permitted by its charter to engage in any business not necessarily incident to that purpose, no part of the net earnings of which inures to the benefit of any private shareholder or individual;

(6) Corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation;

[F. R. Doc. 51-14403; Filed, Nov. 30, 1951; 11:43 a. m.]

#### Subchapter C—Railroad and Airline Wage Board [General Railroad and Airline Stabilization Regulation 1]

##### GRASR 1—STABILIZATION OF WAGES, SALARIES, AND OTHER COMPENSATION OF EMPLOYEES SUBJECT TO THE PROVISIONS OF THE RAILWAY LABOR ACT, AS AMENDED

Pursuant to the Defense Production Act of 1950, as amended, (Pub. Law 774, 81st Cong., Pub. Law 96, 82d Cong.); Executive Order 10161 (15 F. R. 6105), and Economic Stabilization Agency General Order No. 7—Revised, (16 F. R. 10010), this General Railroad and Airline Stabilization Regulation is hereby issued.

#### STATEMENT OF CONSIDERATIONS

General Railroad and Airline Stabilization Regulation No. 1 is issued by the Railroad and Airline Wage Board in discharge of its responsibilities under the provisions of the Defense Production Act of 1950, as amended, and pursuant to Economic Stabilization Agency General Order No. 7—Revised. It is designed to

stabilize wages, salaries and other compensation of employees subject to the Railway Labor Act, as amended, and to effectuate the purposes and intent of said statute and order.

The purpose of this regulation is to incorporate in a single regulation, pertaining solely to persons subject to the jurisdiction of the Railroad and Airline Wage Board, the provisions of regulations and orders heretofore issued by the Economic Stabilization Administrator, the Wage Stabilization Board and the Salary Stabilization Board which are applicable to such employees, in order to provide for the orderly and effective administration of stabilization of the wages, salaries and other compensation of employees subject to the Railway Labor Act, as amended.

Such a regulation is now needed in order to (a) provide a definite stabilization policy over wages, salaries and other compensation which may be applied in the consideration and disposition of petitions for approval, requests for rulings and other requests and inquiries affecting persons subject to the Railway Labor Act, as amended, which have been or may in the future be submitted to the Railroad and Airline Wage Board; and (b) to clarify the status of adjustments in wages, salaries and other compensation of employees subject to the Railway Labor Act, as amended, permissible under the then outstanding regulations and orders of the Economic Stabilization Administrator, the Wage Stabilization Board and the Salary Stabilization Board which adjustments may have been put into effect since the passage of the July 31, 1951 amendments to the Defense Production Act of 1950.

It is contemplated that from time to time this regulation will be supplemented and modified or amended by the Railroad and Airline Wage Board as the Board develops its stabilization policy. The issuance of this regulation is not intended in any way to preclude the development of such policy by the Railroad and Airline Wage Board.

#### REGULATORY PROVISIONS

- Sec.
1. Definitions.
  2. Scope of this regulation.
  3. Applicable regulations.
  4. Reports and petitions.
  5. Application to prior orders, decisions, or rulings.
  6. Prior adjustments in wages, salaries and other compensation.
  7. Modifications and amendments.
  8. Finding and certification.

AUTHORITY: Sections 1 to 8 issued under sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154. Interpret or apply Title IV, 64 Stat. 803, as amended; 50 U. S. C. App. Sup. 2101-2110, E. O. 10161, Sept. 9, 1950, 15 F. R. 6105; 3 CFR, 1950 Supp.

SECTION 1. *Definitions.* As used in this regulation:

(a) The word "employees" shall mean employees subject to the provisions of the Railway Labor Act, as amended.

(b) The words "wages, salaries and other compensation" shall include all forms of remuneration to employees by their employers for personal services, including, but not limited to, vacation and holiday payments, night shift and other



bonuses, incentive payments, year-end bonuses, employer contributions to or payments of insurance or welfare benefits, employer contributions to a pension fund or annuity, payments in kind, and premium overtime practices and rates.

(c) The word "Administrator" shall mean the Economic Stabilization Administrator.

(d) The word "Board" shall mean the Railroad and Airline Wage Board.

SEC. 2. *Scope of this regulation.* This regulation relates to all employees as defined in section 1 (a), but relates only to such employees.

SEC. 3. *Applicable regulations.* (a) The Railroad and Airline Wage Board hereby adopts the following regulations and orders, including all amendments and revisions thereto:

(1) As to employees who are employed in bona fide executive, administrative, professional or outside salesmen capacities as these terms are defined by regulations<sup>1</sup> under section 13 (a) (1) of the Fair Labor Standards Act, as amended, and who in their relationships with their employer are not represented by duly recognized or certified labor organizations, the following regulations and orders shall apply:

Economic Stabilization Agency Wage Adjustment Order No. 1 (16 F. R. 3559), as extended by Wage Stabilization Board Resolution No. 32. <sup>2</sup>	Wage Increases for Non-Operating Railroad Employees.
General Salary Stabilization Regulation No. 1 (16 F. R. 6617).	Stabilization of Salaries and Other Compensation of Persons Employed in Bona Fide Executive, Administrative, Professional, or Outside Salesmen Capacities, Not Represented by Labor Organizations.
General Salary Stabilization Regulation No. 2 (16 F. R. 8342, 8586).	Bonuses.
General Salary Stabilization Regulation No. 3 (16 F. R. 9564).	Increases or Adjustments for Individual Employees.
General Salary Stabilization Regulation No. 4 (16 F. R. 11686).	Stock Option and Stock Purchase Plans.
General Salary Order No. 1 (16 F. R. 8342) -----	Cost-of-living Salary Plans.
General Salary Order No. 4 (16 F. R. 11447) -----	Regularly Extended Workweek for Foremen and Supervisors.
General Salary Order No. 5 (16 F. R. 11602) -----	Interplant Inequities.
General Salary Order No. 6 -----	Maintenance of Compensation Relationships.
(2) As to all other employees the following orders and regulations shall apply:	
Economic Stabilization Agency General Wage Stabilization Regulation No. 1 (16 F. R. 816).	General Stabilization of Wages, Salaries and Other Compensation.
Wage Stabilization Board General Wage Regulation No. 1 (16 F. R. 1014).	Definition of Wages, Salaries or Other Compensation.
Wage Stabilization Board General Wage Regulation No. 2 (16 F. R. 1014).	Increases Agreed to or Determined and Communicated on or before January 25, 1951.
Wage Stabilization Board General Wage Regulation No. 3 (16 F. R. 1015).	Compliance with Statutes and Orders Establishing Minimum Rates of Compensation.
Wage Stabilization Board General Wage Regulation No. 5 (Rev.) (16 F. R. 7697, 8547).	Adjustments for Individual Employees.
Wage Stabilization Board General Wage Regulation No. 6 (16 F. R. 1951).	Permissible General Wage and Salary Increases.
Wage Stabilization Board General Wage Regulation No. 8 (Rev.) (16 F. R. 8740).	Cost-of-living Increases.
Wage Stabilization Board General Wage Regulation No. 9 (16 F. R. 2222, 4714).	Wage Schedules for New Plants.
Wage Stabilization Board General Wage Regulation No. 10 (16 F. R. 5015).	Tandem Wage Increases.
Wage Stabilization Board General Wage Regulation No. 13 (16 F. R. 7328).	Fringe Benefits.
Wage Stabilization Board General Wage Regulation No. 14 (16 F. R. 7509, 7988).	Bonuses.
Wage Stabilization Board General Wage Regulation No. 15 (16 F. R. 7701).	Incentive Wage or Piece Rates.
Wage Stabilization Board General Wage Regulation No. 17 (16 F. R. 11237).	Interplant Inequities.
Economic Stabilization Agency Wage Adjustment Order No. 1 (16 F. R. 3559), as extended by Wage Stabilization Board Resolution No. 32. <sup>2</sup>	Wage Increases for Non-Operating Railroad Employees.

<sup>2</sup> Not filed with the Federal Register Division.

(b) All amendments and revisions to the regulations and orders enumerated above in paragraph (a) of this section which may in the future be issued by the Economic Stabilization Administrator, the Wage Stabilization Board or the

Salary Stabilization Board are hereby adopted by the Railroad and Airline Wage Board as of the date of such issuance.

<sup>1</sup> 14 F. R. 7705; 29 CFR, 1950 Supp., Part 541.

SEC. 4. *Reports and petitions.* All reports and petitions required to be filed under the regulations and orders enumerated in section 3 of this regulation shall be filed directly with the Railroad and Airline Wage Board, 101 Indiana Avenue, N. W., Washington 25, D. C.; to the extent that said regulations provide otherwise, they are superseded for the purposes of this regulation.

SEC. 5. *Application to prior orders, decisions, or rulings.* (a) Nothing in this regulation shall affect the validity of the orders, decisions or rulings heretofore issued in writing by the Wage Stabilization Board, the Office of Salary Stabilization, and the Wage and Hour and Public Contracts Division of the United States Department of Labor prior to August 1, 1951, or of the orders, decisions or rulings issued by the Temporary Emergency Railroad Wage Panel, under Amended General Order No. 7, issued by the Economic Stabilization Administrator, dated August 17, 1951.

(b) All pending petitions for approval and requests for rulings heretofore filed with the Temporary Emergency Railroad Wage Panel, the Wage Stabilization Board, the Wage and Hour and Public Contracts Division of the United States Department of Labor or the Office of Salary Stabilization, relating to employees subject to the Railway Labor Act, shall be deemed to have been filed with the Railroad and Airline Wage Board.

SEC. 6. *Prior adjustments in wages, salaries and other compensation.* The Railroad and Airline Wage Board hereby approves all adjustments in wages, salaries and other compensation of employees subject to the Railway Labor Act, as amended, which were put into effect between August 1, 1951 and the date of issuance of this regulation: *Provided*, That such adjustments were permissible under and were effected in compliance with the then outstanding regulations or orders of the Economic Stabilization Administrator, the Wage Stabilization Board or the Salary Stabilization Board.

SEC. 7. *Modifications and amendments.* This regulation may be modified, amended or superseded by orders or regulations hereafter issued by the Railroad and Airline Wage Board. Any such order or regulation which permits adjustments in wages, salaries and other compensation without prior specific approval by the Board shall contain a finding and certification by the Board that all such adjustments are consistent with standards then in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies, and shall be subject to the approval of the Economic Stabilization Administrator.

SEC. 8. *Finding and certification.* The Board finds that all adjustments in wages, salaries and other compensation permitted by this regulation to be made without prior specific approval of the Board are consistent with standards now in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies, and so certifies.



NOTE: The record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Signed: November 21, 1951.

NELSON M. BORTZ,  
Chairman,  
Railroad and Airline Wage Board.

Approved: November 27, 1951.

ERIC JOHNSTON, Administrator,  
Economic Stabilization Agency.

[F. R. Doc. 51-14405; Filed, Nov. 30, 1951;  
12:18 p. m.]

### Chapter XVIII—National Shipping Authority, Maritime Administration, Department of Commerce

[NSA Order No. 53 (DRO-36)]

#### DRO-36—RATES ON COAL IN BULK FROM HAMPTON ROADS, BALTIMORE, PHILA- DELPHIA, CHARLESTON OR MOBILE TO THE UNITED KINGDOM

Sec.

1. What this order does.
2. Freight rates and charter terms and conditions required under "WARSHIPVOY" form of charter as revised August 15, 1944.

AUTHORITY: Sections 1 and 2 issued under sec. 204, 49 Stat., 1987, as amended; 46 U. S. C. 1114.

SECTION 1. *What this order does.* This order hereby authorizes the following freight rates and charter terms and conditions for the transportation of full cargoes of Coal, in bulk, under "WARSHIPVOY" form of charter as revised August 15, 1944 in vessels operated for account of the National Shipping Authority, from Hampton Roads, Baltimore, Philadelphia, Charleston or Mobile to a port of discharge in the United Kingdom, effective on vessels commencing to load on and after December 1, 1951. And NSA Order 41 (DRO-31) published in FEDERAL REGISTER of August 4, 1951 (16 F. R. 7683) is hereby superseded as of December 1, 1951.

SEC. 2. *Freight rates and charter terms and conditions required under "WARSHIPVOY" form of charter as revised August 15, 1944:*

[All rates in U. S. currency per ton of 2,240 pounds]

To—	From Hampton Roads, Baltimore, Phila- delphia or Char- leston	
	Freight rate	Discharge rate
The United Kingdom:		
West Coast.....	\$10.70	1,500
East Coast including London and the Thames Estuary.....	11.15	1,500
South Coast.....	11.25	1,000

NOTE A: On vessels loading at Mobile add one dollar and fifty cents (\$1.50) per ton of 2,240 pounds to the applicable freight rate as shown above.

NOTE B: Foregoing rates apply to cargoes loaded at one port and discharged at one port; for more than one port of loading or discharge, within the same general area or

range, add fifty cents (50c) U. S. currency per ton for each such additional port to the highest applicable rate, the total rate thus formed to apply on the entire cargo. Cargoes for more than one port of loading or discharge shall be subject to negotiation and mutual agreement between the owners and the charterers.

The following clauses are to be inserted in paragraphs E, F, G, H, and I of Part I of "WARSHIPVOY":

E. *Freight rate.* (Insert applicable rate as above set forth, including, if applicable, additions for extra ports of discharge.)

Freight fully prepaid in the United States on bill of lading quantity and to be considered due and payable and earned on the cargo as taken aboard, vessel and/or cargo lost or not lost.

Demurrage. Charterers to pay demurrage at the rate of \$-----<sup>1</sup> per day for each and every day or pro rata for part of a day for all time used in loading or discharging in excess of allowed laytime.

Despatch. Despatch if earned at loading or discharging port will be payable at the rate of one-half (½) the demurrage rate per day or pro rata for part of a day for all laytime saved in loading or discharging.

F. *Stevedoring.* Loading and trimming expenses shall be for vessel's account at Hampton Roads, Baltimore, Philadelphia or Charleston and for charterer's account at Mobile; discharging expenses shall be for charterer's account.

G. *Loading time.* Loading to be at the rate of 1,500 tons per day, Sundays and holidays excepted unless used.

H. *Discharging time.* Cargo shall be discharged at the rate of -----<sup>2</sup> tons per day, Sundays and holidays excepted unless used. Time lost in discharging due to weather preventing discharge shall not count as laytime.

I. *Special provisions.* 1. Charterer has the option of discharging at a port in Northern Ireland or Eire or at Antwerp or Rotterdam, in which case the freight rate and rate of discharge prescribed for the particular destination by current National Shipping Authority rate order shall apply.

2. Charterer have the option of shipping not more than 250 tons of Coke at the same rate of freight as the Coal, charterers paying all additional expenses.

3. Custom of the port to the contrary, it is agreed that in the event of the vessel being ordered to discharge at a port which on arrival is inaccessible on account of insufficient water, and vessel is in all other respects ready to discharge, time shall still commence in accordance with Clause 10 of Part II hereof.

4. *Orders; discharging.* Master to make application to National Coal Board (telegraphic address "Coalboard Telex London") for orders for port of discharge by wireless 96 hours before vessel is due to arrive off Land's End. National Coal Board to give orders by wireless within 48 hours of receipt of Master's application unless given earlier.

5. Any lightning required to enable vessel to reach her destination to be at charterer's risk and expense and time occupied to count as laytime.

6. If vessel is ordered to River Thames to discharge, charterer to have the option of river or dock's discharge.

7. If vessel is ordered to Purfleet Wharf, London, for discharge Master to arrange vessel's trim to arrive at discharging berth on even keel, as far as possible. Any time

<sup>1</sup> Insert applicable demurrage rate, i. e., fifteen hundred dollars (\$1,500) for Liberty type vessels and eighteen hundred dollars (\$1,800) for Victory type vessels.

<sup>2</sup> Insert applicable rate of discharge as shown hereinabove under caption "Discharge Rate."

consumed, if necessary, in further trimming vessel is to be deducted from laytime.

8. *Deep tank.* No cargo to be loaded in Deep Tank or Cross Bunker nor in any compartment having an opening with dimensions less than 16 feet by 16 feet. Owners have the option of loading cargo in the deep tank or cross bunker, but any extra expense and time incurred in loading or discharging to be for Owners' account. Charterers or stevedores not to be responsible for any damage that may occur in loading or discharging the deep tank or cross bunker.

9. Dock dues to the extent levied on vessels net registered tonnage and charges on volume of fuel in unregistered spaces to be for vessel's account.

10. *General average clause.* The adjustment and settlement of general average claims, pursuant to Clause 21, Part II shall be governed by the York-Antwerp Rules of 1950, exclusive of Rule 22.

11. Wherever the words "United States Maritime Commission" appear in Part II hereof same shall be understood to mean National Shipping Authority.

12. This contract is subject to the approval of the National Shipping Authority.

Approved: November 29, 1951.

[SEAL] C. H. MCGUIRE,  
Director,  
National Shipping Authority.

[F. R. Doc. 51-14386; Filed, Nov. 30, 1951;  
9:07 a. m.]

[NSA Order No. 54 (DRO-37)]

#### DRO-37—RATES ON COAL IN BULK FROM HAMPTON ROADS, BALTIMORE, PHILADEL- PHIA, CHARLESTON OR MOBILE TO EIRE OR NORTHERN IRELAND

Sec.

1. What this order does.
2. Freight rates and charter terms and conditions required under "WARSHIPVOY" form of charter as revised August 15, 1944.

AUTHORITY: Sections 1 and 2 issued under sec. 204, 49 Stat. 1987, as amended; 46 U. S. C. 1114.

SECTION 1. *What this order does.* This order hereby authorizes the following freight rates and charter terms and conditions for the transportation of full cargoes of coal, in bulk, under "WARSHIPVOY" form of charter as revised August 15, 1944 in vessels operated for account of the National Shipping Authority, from Hampton Roads, Baltimore, Philadelphia, Charleston or Mobile to a port of discharge in Eire or Northern Ireland, effective on vessels commencing to load on and after December 1, 1951. And NSA Order No. 40 (DRO-30) published in FEDERAL REGISTER of August 4, 1951 (16 F. R. 7682) is hereby superseded as of December 1, 1951.

SEC. 2. *Freight rates and charter terms and conditions required under "WARSHIPVOY" form of charter as revised August 15, 1944:*

[All rates in U. S. currency per ton of 2,240 pounds]

To—	Freight rate
Eire.....	\$10.70
Northern Ireland.....	10.95

NOTE A: On vessels loading at Mobile add one dollar and fifty cents (\$1.50) per ton of 2,240 pounds to the applicable freight rate as shown above.



NOTE B: Foregoing rates apply to cargoes loaded at one port and discharged at one port; for more than one port of loading or discharge, within the same general area or range, add fifty cents (50¢) U. S. currency per ton for each such additional port to the highest applicable rate, the total rate thus formed to apply on the entire cargo. Cargoes for more than one port of loading or discharge shall be subject to negotiation and mutual agreement between the owners and the charterers.

The following clauses are to be inserted in paragraphs E, F, G, H, and I of Part I of "WARSHIPVOY":

E. *Freight rate.* (Insert applicable rate as above set forth, including, if applicable, additions for extra ports of discharge.)

Freight fully prepaid in the United States on bill of lading quantity and to be considered due and payable and earned on the cargo as taken aboard, vessel and/or cargo lost or not lost.

Demurrage. Charterers to pay demurrage at the rate of \$-----<sup>1</sup> per day for each and every day or pro rata for part of a day for all time used in loading or discharging in excess of allowed laytime.

Despatch. Despatch if earned at loading or discharging port will be payable at the rate of one-half (½) the demurrage rate per day or pro rata for part of a day for all laytime saved in loading or discharging.

F. *Stevedoring.* Loading and trimming expenses shall be for vessel's account at Hampton Roads, Baltimore, Philadelphia or Charleston and for charterer's account at Mobile; discharging expenses shall be for charterer's account.

G. *Loading time.* Loading to be at the rate of 1,500 tons per day, Sundays and holidays excepted unless used.

H. *Discharging time.* Cargo shall be discharged at the rate of 1,000 tons per day, Sundays and holidays excepted unless used. Time lost in discharging due to weather preventing discharge shall not count as laytime.

I. *Special provisions.* 1. Charterers have the option of shipping not more than 250 tons of Coke at the same rate of freight as the Coal, charterers paying all additional expenses.

2. Any lightening required to enable vessel to reach her destination to be at charterer's risk and expense and time occupied to count as laytime.

3. *General average clause.* The adjustment and settlement of general average claims, pursuant to Clause 21, Part II shall be governed by the York-Antwerp Rules of 1950, exclusive of Rule 22.

4. Wherever the words "United States Maritime Commission" appear in Part II

hereof same shall be understood to mean National Shipping Authority.

5. This contract is subject to the approval of the National Shipping Authority.

C. H. McGUIRE,  
Director,  
National Shipping Authority.

Approved: November 29, 1951.

[F. R. Doc. 51-14387; Filed, Nov. 30, 1951;  
9:07 a. m.]

## TITLE 49—TRANSPORTATION

### Chapter I—Interstate Commerce Commission

#### Subchapter C—Carriers by Water

#### PART 301—REPORTS

##### ANNUAL REPORT FORM K-A

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 16th day of November A. D. 1951.

The matter of Annual Reports from Carriers by Water being under consideration:

*It is ordered,* That the order dated February 26, 1951, In the Matter of Annual Reports from Carriers by Water of Class A and of Class B (49 CFR 301.10) be, and it is hereby modified with respect to annual reports for the year ended December 31, 1951, and subsequent years, as follows:

§ 301.10 *Annual report form prescribed for carriers by Inland and Coastal Waterways of Class A and Class B.* All Inland and Coastal Waterways of Class A and Class B (49 CFR 126.2) subject to the provisions of section 313, Part III of the Interstate Commerce Act, are hereby required to file annual reports for the year ended December 31, 1951, and for each succeeding year until further order, in accordance with Annual Report Form K-A<sup>2</sup> (Inland and Coastal Waterways of Class A and Class B), which is hereby approved and made a part of this section. The annual report shall be filed, in duplicate, in the Bureau of Transport Economics and Statistics, Interstate Commerce Commission, Washington, D. C., on or before March 31, of the year following the one to which it relates.

(54 Stat. 933; 49 U. S. C. 904. Interprets or applies 54 Stat. 944; 49 U. S. C. 913)

NOTE: Budget Bureau No. 60-R 105.8.

By the Commission, Division 1.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 51-14284; Filed, Nov. 30, 1951;  
8:47 a. m.]

#### PART 301—REPORTS

##### ANNUAL REPORT FORM K-C

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 16th day of November A. D. 1951.

The matter of Annual Reports from Carriers by Water being under consideration:

*It is ordered,* That the order dated December 27, 1948, In the Matter of Annual Reports from Carriers by Water of Class C (49 CFR 301.30) be, and it is hereby modified with respect to annual reports for the year ended December 31, 1951, and subsequent years, as follows:

§ 301.30 *Annual report form prescribed for carriers by water of Class C.* All carriers by water of Class C (49 CFR 126.2) subject to the provisions of section 313, Part III of the Interstate Commerce Act are hereby required to file annual reports for the year ended December 31, 1951, and for each succeeding year until further order, in accordance with Annual Report Form K-C<sup>2</sup> (Class C Water Carriers), which is hereby approved and made a part of this section. The annual report shall be filed, in duplicate, in the Bureau of Transport Economics and Statistics, Interstate Commerce Commission, Washington 25, D. C., on or before March 31 of the year following the one to which it relates.

(54 Stat. 933; 49 U. S. C. 904. Interprets or applies 54 Stat. 944; 49 U. S. C. 913)

NOTE: Budget Bureau No. 60-R107-8.

By the Commission, Division 1.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 51-14283; Filed, Nov. 30, 1951;  
8:47 a. m.]

## NOTICES

### DEPARTMENT OF JUSTICE

#### Office of Alien Property

[Vesting Order 18642]

MARGARET HAUEIS

In re: Rights of Margaret Haueis under Insurance Contracts. Files Nos. F-28-29063-H-1 and H-2.

<sup>1</sup>Insert applicable demurrage rate, i. e., Fifteen Hundred Dollars (\$1,500) for Liberty type vessels and Eighteen Hundred Dollars (\$1,800) for Victory-type vessels.

No. 233—12

Under the authority of the Trading With the Enemy Act, as amended, (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Congress, 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR, 1943 Cum. Supp.; 3 CFR 1945 Supp.); Executive Order 9788 (3 CFR, 1946 Supp.) and Executive Order 9989 (3 CFR, 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

<sup>2</sup>Filed as part of the original document.

1. That Margaret Haueis, whose last known address is c/o Helen Apenburg, 24 Flenders, LuBeck-Siems, Germany, on or since December 11, 1941, and prior to January 1, 1947 was a resident of Germany and is, and prior to January 1, 1947 was, a national of a designated enemy country (Germany);

2. That the net proceeds due or to become due under contracts of insurance evidenced by Policies Nos. M1291091 and M1598283 issued by the Prudential Insurance Company of America, Newark, New Jersey, to Margaret Haueis, to-



gether with the right to demand, receive and collect said net proceeds, is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Margaret Hauels, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that such person be treated as a person who is and prior to January 1, 1947, was a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14300; Filed, Nov. 30, 1951;  
8:48 a. m.]

[Vesting Order 18643]

TASUKE HONMA

In re: Rights of Tasuke Honma under Insurance Contract. File No. F-39-57-H-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Tasuke Honma, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the net proceeds due or to become due under a contract of insurance evidenced by Policy No. 7 899 553 issued by the New York Life Insurance Company, New York, New York, to Tasuke Honma, together with the right to demand, receive and collect said net proceeds, is property within the United States, owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Tasuke Honma, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not

within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14301; Filed, Nov. 30, 1951;  
8:48 a. m.]

[Vesting Order 18644]

THEODORE ROBERT PASTOR AND MILDRED  
ELSIE PASTOR

In re: Rights of Theodore Robert Pastor and of Mildred Elsie Pastor (married name Kuntz) under Insurance Contract. File No. F-28-31580-H-1.

Under the authority of the Trading With the Enemy Act, as amended, (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Congress, 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR, 1943 Cum. Supp.; 3 CFR 1945 Supp.); Executive Order 9788 (3 CFR, 1946 Supp.) and Executive Order 9899 (3 CFR, 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That Theodore Robert Pastor, whose last known address is 141 Maria Sohmstr., Krefeld-Traar, Germany, and Mildred Elsie Pastor (married name Kuntz), whose last known address is 304, Luxemburgerstr., Cologne, Germany, on or since December 11, 1941, and prior to January 1, 1947 were residents of Germany and are, and prior to January 1, 1947 were, nationals of a designated enemy country (Germany);

2. That the net proceeds due or to become due under a contract of insurance evidenced by Policy No. 3 314 137-A issued by the Metropolitan Life Insurance Company, New York, New York, to Carlos J. Pastor, together with the right to demand, receive and collect said net proceeds, is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Theodore Robert Pastor and Mildred Elsie Pastor (married name Kuntz), the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that such persons be treated as persons who are and prior to January 1, 1947, were nationals of a designated enemy country (Germany). All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14302; Filed, Nov. 30, 1951;  
8:48 a. m.]

[Supplemental Vesting Order 18645]

ELIZABETH SCHLEMMER

In re: Estate of Elizabeth Schlemmer, deceased. File No. D-28-7470; E. T. Sec. 7683.

Under the authority of the Trading With the Enemy Act, as amended, (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Congress, 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR, 1943 Cum. Supp.; 3 CFR, 1945 Supp.); Executive Order 9788 (3 CFR, 1946 Supp.) and Executive Order 9899 (3 CFR, 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That Babetta Ott, Anna Stroessner and Alma Popp, whose last known address is Germany, on or since December 11, 1941, and prior to January 1, 1947, were residents of Germany and are, and prior to January 1, 1947, were, nationals of a designated enemy country (Germany);

2. That all right, title, interest and claim of any kind or character whatsoever of the persons named in subparagraph 1 hereof, in and to the Estate of Elizabeth Schlemmer, deceased, is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by the aforesaid nationals of a designated enemy country (Germany);

3. That such property is in the process of administration by Herbert Lowenthal, acting under the judicial supervision of the Surrogate's Court, County of Bronx, State of New York;

and it is hereby determined:

4. That the national interest of the United States requires that the persons



named in subparagraph hereof, and each of them, be treated as persons who are and prior to January 1, 1947 were nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C. on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14303; Filed, Nov. 30, 1951;  
8:48 a. m.]

[Vesting Order 18646]

KAKUICHI ANDOH

In re: Debt owing to Kakuichi Andoh, also known as Kekuichi Ando. F-39-7066.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Kakuichi Andoh, also known as Kekuichi Ando, whose last known address is 108 Gotanda 5 Chrome, Shinagawa-Ku, Tokyo, Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the property described as follows: That certain debt or other obligation of the Sumitomo Bank of Seattle, Room 1210, 1411 Fourth Avenue Building, Seattle, Washington, representing a credit balance on the "Suspense A/C Ledger", in the name of Dr. Kekuichi Ando, in the amount of \$250.50, and identified on the books and records of Sumitomo Bank as "Receivers Number 2421", together with any and all accruals to the aforesaid debt or other obligation and any and all rights to demand, enforce and collect the same.

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Kakuichi Andoh, also known as Kekuichi Ando, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as

a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14304; Filed, Nov. 30, 1951;  
8:49 a. m.]

[Vesting Order 18647]

C. PAUL HUNN

In re: Claim owned by C. Paul Hunn, also known as Christ Paul Hunn. F-28-31706-D-1.

Under the authority of the Trading With the Enemy Act, as amended (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Congress, 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9788 (3 CFR, 1946 Supp.) and Executive Order 9989 (3 CFR, 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That C. Paul Hunn also known as Christ Paul Hunn, whose last known address is Kimichswiller by Esslingen a/n Württemberg, Germany, on or since December 11, 1941, and prior to January 1, 1947, was a resident of Germany and is, and prior to January 1, 1947 was, a national of a designated enemy country (Germany);

2. That the property described as follows: That certain claim against the State of New York and the Comptroller of the State of New York, arising by reason of the collection or receipt by the said Comptroller of the State of New York, pursuant to the provisions of the Abandoned Property Law of the State of New York, of the following property: That certain sum previously on deposit in a savings account numbered 165302, maintained with The Manhattan Savings Bank, 754 Broadway, New York 3, New York, entitled C. Paul Hunn, which sum was paid or delivered to the Comptroller of the State of New York, and is presently in the custody of the Comptroller of the State of New York, Albany, New York, and any and all rights to file with said Comptroller of the State of New York, the aforesaid claim, and to demand and collect the same,

is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on ac-

count of, or owing to, or which is evidence of ownership or control by C. Paul Hunn, also known as Christ Paul Hunn, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that such person be treated as a person who is and prior to January 1, 1947, was a national of a designated enemy country (Germany);

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14305; Filed, Nov. 30, 1951;  
8:49 a. m.]

[Vesting Order 18648]

ROSA RAMBACHER

In re: Bond owned by Rosa Rambacher also known as Rosa Rambacker F-28-31716.

Under the authority of the Trading With the Enemy Act, as amended (50 U. S. C. App. and Sup. 1-40); Public Law 181, 82d Congress, 65 Stat. 451; Executive Order 9193, as amended by Executive Order 9567 (3 CFR, 1943 Cum. Supp.; 3 CFR 1945 Supp.); Executive Order 9788 (3 CFR, 1946 Supp.) and Executive Order 9989 (3 CFR, 1948 Supp.), and pursuant to law, after investigation, it is hereby found:

1. That Rosa Rambacher, also known as Rosa Rambacker, whose last known address is 27 Eulenbergstr., Wernau Württemberg, Germany, on or since December 11, 1941, and prior to January 1, 1947 was a resident of Germany and is, and prior to January 1, 1947 was, a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation, matured or unmatured, evidenced by a Chanin Building Second Mortgage Bond (Lexington Avenue and 42nd Street Corporation), The Manufacturers Trust Company, 55 Broad Street, New York 15, New York, as trustee, said bond of \$1,000.00 face value, registered in the name of Rosa Rambacher, together with any and all accruals to the aforesaid debt or other obligation, and any and all rights to demand, enforce and collect the same, and any and all rights in and under said bond,



is property which is and prior to January 1, 1947, was within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Rosa Rambacher also known as Rosa Rambacker, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That the national interest of the United States requires that such person be treated as a person who is and prior to January 1, 1947, was a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14306; Filed, Nov. 30, 1951;  
8:49 a. m.]

[Vesting Order 18251, Amdt.]

SHIZUE YAMAMOTO

Re: Real property and bank account owned by Shizue Yamamoto, also known as Shizue Sawano and as Mrs. Yoshisuke Sawano. F-39-7014-B-1; E-1.

Vesting Order 18251, dated July 31, 1951, is hereby amended to read as follows:

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Shizue Yamamoto, also known as Shizue Sawano and as Mrs. Yoshisuke Sawano, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the property described as follows:

a. Real property situated in the District of Hamakua County, and Territory of Hawaii, particularly described in Exhibit A, attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property, and

b. That certain debt or other obligation of Bank of Hawaii, Honolulu, County and Territory of Hawaii, arising out of a savings account, account num-

ber 14276, entitled Kango Yamato, Trustee for Shizue Yamamoto, maintained at the Hamakua branch office of the aforesaid bank located at Honokaa, County and Territory of Hawaii, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described in subparagraph 2-a hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and

There is hereby vested in the Attorney General of the United States the property described in subparagraph 2-b hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on November 27, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

#### EXHIBIT A

Parcel 1, Lot No. 42. Beginning at a pipe at the South corner of this lot and the East corner of Lot 43 and on the West side of a 30 foot road reserve, the coordinates of said point referred to Government Survey Trig. Station "Kaao" being 3,609.2 feet South and 586.5 feet West, as shown on Government Survey Registered Map No. 2548, and running by true azimuths:

1. 114°58' 572.0 feet along Lot 43 to a stake;
2. 243°19' 154.8 feet along East side of ditch along road to a stake;
3. 227°32' 201.5 feet along East side of ditch along road to a stake;
4. 211°20' 192.3 feet along East side of ditch along road to a stake;
5. 196°05' 136.2 feet along East side of ditch along road to a stake;
6. 162°41' 130.3 feet along East side of ditch along road to a stake;
7. 146°26' 154.8 feet along East side of ditch along road to a stake;
8. 26°39' 27.5 feet across ditch to fence at present road;
9. 141°45' 48.5 feet along fence along present road;

10. 190°50' 79.0 feet along fence along present road;
11. 203°53' 291.0 feet along fence along present road;
12. 213°49' 96.8 feet along road and across ditch to a stake;
13. 213°49' 137.4 feet along ditch along road to a stake at junction of roads;
14. 324°23' 649.0 feet along the Southwest side of road to a stake;
15. 15°57' 423.2 feet along West side of road to a stake;
16. 23°20' 667.0 feet along West side of road to the point of beginning;

Total area 14.30 acres.

Excepting and reserving therefrom a right-of-way 10 feet wide across this lot for the ditch, said right-of-way containing an area of 10/100 acre, leaving a net area of 14-20/100 acres.

Parcel 2, Lot No. 43. Beginning at a pipe at the East corner of this lot and the South corner of Lot 42 and on the West side of 30 foot road reserve, the coordinates of said point referred to Government Survey Trig. Station "Kaao" being 3,609.2 feet South and 586.5 feet West, as shown on Government Survey Registered Map No. 2548, and running by true azimuths:

1. 23°20' 252.0 feet along West side of road to a stake;
2. 39°24' 544.5 feet along West side of road to a stake;
3. 99°40' 269.0 feet along Grant 3157 to T. M. V. Hart to a pipe;
4. 197°35' 342.0 feet to a pipe;
5. 156°05' 508.0 feet to a pipe at the head of the land of Paalaea 3rd in the middle of the junctions of two small gulches;
6. 235°55' 148.5 feet along the land of Paalaea 3rd to a stake;
7. 278°20' 178.5 feet along road to a stake;
8. 294°58' 572.0 feet along Lot 42 to the point of beginning.

Total area 9-85/100 acres.

Excepting and reserving therefrom a right-of-way 10 feet wide across this lot for the ditch, said right-of-way containing an area of 20/100; leaving a net area of 9-65/100 acres.

Excepting and reserving the streams and all riparian and other rights in or to these streams and the waters thereof.

Total area of two lots 23.85 acres.

[F. R. Doc. 51-14307; Filed, Nov. 30, 1951;  
8:49 a. m.]

#### SILVIO PETRETTI AND MARIA BARTOLOMEI NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of the publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property, and Location

Silvio Petretti, Lucca, Italy; Claim No. 36040; \$16,034.92 in the Treasury of the United States to Silvio Petretti.

The following described real estate to Silvio Petretti: Real property situated in Memphis, Shelby County, Tennessee, known as 797-819 Neptune Street, Memphis, Tennessee, and 790-816 Lucas Street, Memphis, Tennessee, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property.



Maria Bartolomei, Lucca, Italy; Claim No. 36040; \$1,656.63 in the Treasury of the United States to Maria Bartolomei.

The following described real estate to Silvio Petretti and Maria Bartolomei, to each an undivided one-half thereof: Real property situated in Memphis, Shelby County, Tennessee, known as 439-441 East Georgia Avenue, Memphis, Tennessee, and 672-680 Wright Street, Memphis, Tennessee, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property.

Executed at Washington, D. C., on November 26, 1951.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 51-14251; Filed, Nov. 29, 1951;  
8:51 a. m.]

## DEPARTMENT OF AGRICULTURE

### Office of the Secretary

#### SALE OF MINERAL INTERESTS; REVISED AREA DESIGNATIONS

Schedule A, entitled Fair Market Value Areas, and Schedule B, entitled One Dollar Areas, accompanying the Secretary's order dated June 26, 1951 (16 F. R. 6318), are amended as follows:

In Schedule A, under Mississippi, in alphabetical order, add the counties "Lowndes," "Monroe," and "Winston," and under South Dakota, in alphabetical order, add the county "Bennett."

In Schedule B, under Mississippi, delete the counties "Lowndes," "Monroe," and "Winston," and under South Dakota, delete the county "Bennett."

(Sec. 3, Pub. Law 760, 81st Cong.)

Done at Washington, D. C., this 27th day of November 1951.

[SEAL] C. J. McCORMICK,  
Acting Secretary of Agriculture.

[F. R. Doc. 51-14277; Filed, Nov. 30, 1951;  
8:46 a. m.]

## DEFENSE PRODUCTION ADMINISTRATION

[D. P. A. Request No. 6]

#### REQUEST TO PARTICIPATE IN THE FORMATION AND ACTIVITIES OF AN ARMY ORDNANCE INTEGRATION COMMITTEE ON SMALL ARMS AMMUNITION (EXCEPTING 20MM)

Pursuant to section 708 of the Defense Production Act of 1950, as amended, the request set forth below to participate in the formation and activities of an Army Ordnance Integration Committee on Small Arms Ammunition (Excepting 20MM) in accordance with the revised Voluntary Plan, entitled "Plan and Regulation of the Ordnance Corps Governing the Integration Committee on Small Arms Ammunition (Excepting 20MM)," dated August 31, 1951, was approved by the Attorney General after consultations with respect thereto between the Attorney General, the Chairman of the Federal Trade Commission,

and the Administrator of the Defense Production Administration, and was transmitted to the companies listed below.

The revised Voluntary Plan, also set forth below, has been approved by the Administrator of the Defense Production Administration and found to be in the public interest as contributing to the national defense.

#### CONTENTS OF REQUEST

You are requested to participate in the formation and activities of the Small Arms Ammunition (Excepting 20MM) Integration Committee in accordance with the revised Voluntary Plan, entitled "Plan and Regulation of the Ordnance Corps Governing the Integration Committee on Small Arms Ammunition (Excepting 20MM)," dated August 31, 1951, a copy of which is herewith enclosed.

In my opinion, your participation in the activities of this Committee will greatly assist in the accomplishment of our national defense program.

The Attorney General has approved this request after consultations with respect thereto between his representatives, representatives of the Chairman of the Federal Trade Commission and my representatives, pursuant to section 708 of the Defense Production Act of 1950, as amended.

I approve the revised Voluntary Plan and find it to be in the public interest as contributing to the national defense. You will become a participant therein upon notifying me in writing of your acceptance of this request. Immunity from prosecution under the Federal antitrust laws and the Federal Trade Commission Act will be given only upon such acceptance, provided that the activities of the Small Arms Ammunition (Excepting 20MM) Integration Committee and your participation therein are within the limits set forth in the revised Voluntary Plan.

In the event that you accept this request will you kindly send a copy of your acceptance to the Procurement Division, Production Branch, Office of the Assistant Chief of Staff, G-4, United States Army, Pentagon Building, Washington 25, D. C.

Your cooperation in this matter will be appreciated.

Sincerely,

MANLY FLEISCHMANN,  
Administrator.

List of companies accepting request to participate:

Federal Cartridge Corp., Minneapolis, Minn.

Remington Arms Company, Inc., Bridgeport, Conn.

Olin Industries, Inc., East Alton, Ill.

Western Cartridge Co., Division of Olin Industries, Inc., East Alton, Ill.

Winchester Repeating Arms Co., Division of Olin Industries, Inc., New Haven, Conn.

#### PLAN AND REGULATION OF THE ORDNANCE CORPS GOVERNING THE INTEGRATION COMMITTEE ON SMALL ARMS AMMUNITION (EXCEPTING 20 MM)

This describes the plan of the Ordnance Corps for the formation, organization, and functioning of an Ordnance Integration Committee on Small Arms Ammunition and the operating procedures by which such committee fulfills its purpose. It further presents an explanation of the necessity and urgency for such a committee.

1. *Need for integration*—a. *General*. The Ordnance Corps is responsible for the procurement of small arms ammunition for all of the Armed Services of the Department of Defense, as well as certain other executive departments of the Government.

In peacetime commercial manufacture of small arms ammunition is confined almost entirely to sporting ammunition. Fund limitations during peacetime years have caused Frankford Arsenal to devote practically all of its efforts to development work on new types of small arms ammunition. Military ammunition produced in limited quantities during the peacetime years has practically all been produced at Frankford Arsenal in the course of development work. The contractor members listed in section 5a(4) hereof are the only peacetime manufacturers of small arms ammunition. Requirements at the present time and for the future, are in such substantial quantities that mass production at the rate of millions of cartridges per month per plant will be required. The requirements are such that various raw materials are and will continue to be in extremely short supply.

Military ammunition is required to function satisfactorily under a wide variety of conditions such as the high temperatures and humidity encountered in jungle warfare, or firing from high-flying aircraft at temperatures in the vicinity of -65° F. The military cartridge must also be fabricated so that it can give this performance after several years of varying, and often adverse storage conditions and it must be packaged in a container suitable for shipment and issue to the troops in many different localities. Few, if any, of these conditions are imposed on commercial ammunition and none to the same degree that they are for military types. Also, as a general rule, the military ammunition operates with higher pressures and is generally a more powerful round than any of those classified as sporting ammunition.

At the present time, requirements exist for varying packings and combinations of thirteen (13) types of small arms ammunition covered by this plan. Four of these types were not produced during World War II. Several of the remaining types have been changed in military characteristics. Present continuing research will in all probability result in further changes.

The manufacture of small arms ammunition cartridges is a rather involved sequence of manufacturing operations. While all of the cartridges listed above consist essentially of three components, namely, cases, primers, and bullets, the manufacture of these components and final assembly into a cartridge involves a great number of operations. For example, the manufacture of one of the simpler rounds, the Cartridge, Ball, Cal. 30 involves a total of sixty-four (64) operations. The case is subjected to thirty (30) separate operations; the primer, eleven (11) operations; and the bullet jacket and slug, which make up the bullet, a total of eighteen (18) operations. The final assembly of the round calls for five (5) more operations.

b. *Production and procurement problems*. Procedures have been established in the Department of Defense, at the direction of the President, under which production schedules covering small arms ammunition have been established. A controlled materials plan has been instituted under which the Ordnance Corps has been allotted the minimum quantity of copper and brass to accomplish required small arms ammunition production. The combination of production schedules and a barely adequate supply of brass urgently necessitates the formation of an Integration Committee for small arms ammunition, to the end that all resources of production knowledge, facilities, and materials be utilized to the greatest possible extent.

In the mass production of small arms ammunition the insistence of the Ordnance Corps upon high standards of quality and low costs results in conservation of critical materials, equipment, and manpower. Meeting the quality standards and delivery schedules of the Ordnance Corps presents many



problems under present conditions. Shortage of critical materials and equipment requires prompt interchange of materials, interchange of knowledge regarding substitute methods, interchange of knowledge of processes, in order to utilize materials, equipment, and tools available without a sacrifice in either quality or quantity. Quality deviations, attributable to either material or manufacturing technique causing difficulties such as breech flashes, improper tracer action, improper incendiary bullet performance, and primer manufacturing difficulties can be made rapidly solved by Integration Committee action.

The small arms ammunition requirements consume a very large portion of the brass strip produced in the country. This material is already in extremely tight supply with every indication that the supply will not improve. This makes it imperative to eliminate waste through interchange of process information. The same is true of other raw materials used in the production of small arms ammunition such as lead, steel, magnesium, and aluminum. Manufacture of small arms ammunition requires a great number of machine tools, the supply of which is short, and the machine tool industry is expected to be in critical condition for some time to come. Modifications of machines by one manufacturer, tending to decrease waste or increase speed can be promptly made available to the other manufacturers through the Integration Committee. The small arms ammunition manufacturers are large consumers of tool steel. Again, prompt interchange of tool steel specifications between members of the industry will reduce manufacturing costs, permit sustained production, and reduce waste.

2. *Function of Committee.* The committee is composed of all those manufacturers who are under contract with the Ordnance Corps to produce small arms ammunition (excepting 20MM). The committee functions within the scope of section 4 hereof, and such function is limited to the particular problems which arise as to the production of small arms ammunition (excepting 20MM). The Ordnance Corps, independently, evaluates the information available from committee activity and makes any determination of appropriate action to be taken. Through strict control of its Integration Committee activities it will prohibit any unauthorized and unwarranted use of the committee and will restrict the activities of the committee to the objectives set forth herein.

The committee shall in no way be concerned with procurement policy and shall in no way affect or influence Ordnance Corps in the placement of contracts, or in the price, trade, marketing, or any other of the incidents of procurement. Procurement has been made and shall be made in accordance with the Armed Services Procurement Act and the regulations, directives, and policies of the Department of Defense and the Department of the Army implementing such Act.

Membership on the Committee shall be limited to those contractors actually under contract for the production of small arms ammunition (excepting 20MM), and committee activity shall be restricted to the problems relating to the production of such items. This limitation is necessary in order that the committee will not be involved in problems extraneous to the purpose for which it is organized. As other contractors are brought into the production program, they will become members in accordance with section 5a (4) hereof.

3. *Utilization of Committee by the Ordnance Corps.* The Ordnance Corps, through the medium of committee activity, as delineated in section 4 hereof, will be able to accomplish the following objectives:

a. Make available to all the prime contractors the benefit of the production experi-

ence and techniques of each contractor member in the group without royalty or charge, and so to integrate the facilities of the group as to attain maximum production in the shortest possible time.

b. Control, divert, and direct critical components to prime contractors who have the greatest demand for them. One or more components may be in great demand at a given time by one prime contractor and at the same time another contractor may have an inventory of such components in excess of its immediate demands, yet have its production retarded for lack of some other critical components not immediately required by others.

c. Introduce and effect changes in material and design with a view to standardization of material, and to effect uniformity in bills of material, drawings, specifications, and descriptions of engineering changes so as to maintain full interchangeability of parts.

d. Provide for the interchange of materials, skills, tools, training aids, machines, and other necessities of production.

e. By comparison of productive data to the requirements of the Ordnance Corps, establish production schedules to meet such requirements.

#### 4. *Specific activities of the Committee—*

a. *Furnishing of data.* The contractor-members furnish the Chairman or Deputy Chairman with a list of facilities; the rate of production, actual or projected; an inventory of finished parts; and inventory of material on hand, on order, and promised delivery. The Ordnance representative attached to the committee compiles the production data. By comparing this data to the requirements of the Ordnance Corps, a production schedule can be made by the Ordnance Corps. On the basis of this comparison, the Ordnance Corps will be enabled to determine whether the production capacity, material, and facilities requirements for present and future commitments are met.

b. *Allotment of production schedules.* After correlation of the data by the Ordnance representative, the committee may recommend to the Ordnance Corps the allotment of definite production schedules necessary to meet requirements.

c. *Changes in material and design including standardization of material.* The committee may consider and recommend desired changes in material and design, including standardization of material. The Branch of the Ordnance Corps having control of the item or items is charged with the maintaining, through its engineering personnel, of bills of material, drawings and specifications, descriptions of engineering changes, etc. Where a committee member desires a change in one of the above engineering activities, the Ordnance Corps may decide that the change will be adopted by all members in order that the committee maintain full interchangeability for the Ordnance requirements.

The committee may conduct tests, chemical, metallurgical, or mechanical, through usual industry or Ordnance channels to prove the adequacy of the change. The committee may then submit, through the committee Ordnance representative, the recommendation for the change, together with full information to the engineering personnel, for approval or rejection. The Ordnance representative attached to the committee is charged by the Ordnance Corps to see that all members keep their drawings, etc., exactly alike, and that full interchangeability is always maintained for all Ordnance requirements.

d. *Interchange of parts, material, skills, tools, training aids, machines, etc.* The Ordnance representative attached to the committee will maintain such production, performance, and control records and material inventories as are necessary. Based on these records the committee will be in a

position to advise the Ordnance Corps of the most economical method of adjusting production to meet requirements and loading schedules.

The committee may consider and recommend to the Ordnance Corps, through the Ordnance representative attached to the committee, the interchange of parts, material, skills, tools, training aids, machines, etc. The transfer of Government-owned machines or tools or other Government property shall be made on memorandum receipt or shipping ticket and shall be cleared through the Ordnance District Office of the Contracting Officer, whoever is responsible under the contract as a representative of the Ordnance Corps. The interchange between industry members of property owned by them may be on an outright sales basis or on an exchange basis.

e. *Action to achieve uniformity of parts, drawings, bills of material.* Uniformity of parts and drawings among the contractors manufacturing any given end item is prerequisite to the interchange of material between committee members. The attainment of such uniformity, where it does not already exist among the members of an Integration Committee, is, therefore, an important function of every committee.

#### 5. *Membership and meeting of committee.*

This committee will be formed as follows:

a. *Membership.* (1) The Chairman is Col. Wm. L. McCulla, Chief, Small Arms Branch, Industrial Division, Office, Chief of Ordnance. (This is the branch in the Office, Chief of Ordnance responsible for procurement and production of small arms military ammunition.)

(2) The Deputy Chairman is Lt. Col. T. E. Wood, Commanding Officer, Ordnance Small Arms Ammunition Center, St. Louis, Mo. (This is the decentralized procurement and administration center for small arms ammunition procurement.)

(3) One or more Ordnance Corps representatives, experienced in military aspects of small arms ammunition design, functioning, and procurement, shall be appointed by the Chairman to work with the committee.

(4) Contractor-membership shall be as follows:

(a) Each contractor-operator of Government-owned-contractor-operated small arms ammunition plants shall be a member of the committee. The present plants so operated and their contractor-operators are as follows:

(1) Federal Cartridge Corp., Minneapolis, Minn., contractor-operator of Twin Cities Arsenal, New Brighton, Minn.

(2) Remington Arms Co., Inc., Bridgeport, Conn., contractor-operator of Lake City Arsenal, Independence, Mo.

(3) Olin Industries, Inc., East Alton, Ill., contractor-operator of St. Louis Ordnance Plant, St. Louis, Mo.

(b) Each manufacturer under prime contract with the Ordnance Corps to produce military types of small arms ammunition other than 20MM ammunition. Such contractors at the present time are as follows:

(1) Western Cartridge Co., Division of Olin Industries, Inc., East Alton, Ill.

(2) Winchester Repeating Arms Co., Division of Olin Industries, Inc., New Haven, Conn.

(3) Remington Arms Co., Inc., Bridgeport, Conn.

(c) Each new prime contractor under Ordnance Corps contract for the production of small arms ammunition (excepting 20MM) shall become a member of the committee. The name and address of each such contractor shall be submitted through channels, to the Defense Production Administrator, for appropriate action.

(d) Termination or cancellation of a contract with the Ordnance Corps for the production of small arms ammunition (excepting 20MM) shall terminate the membership of such contractor-member and the Defense



Production Administrator shall be notified of such termination for appropriate action.

(5) One policy level official and one senior production official from each of the prime contractors shall represent the members of the Committee. Specially qualified technical personnel of the contractor-members may attend committee sessions as required to furnish technical assistance.

(6) The Secretary shall be an Ordnance officer designated by the Chairman or Deputy Chairman.

(7) Qualified consultants may be appointed to the Committee by the Ordnance Corps acting through the Chairman.

(8) Government employees shall render the necessary clerical assistance to the Committee.

b. Meetings. (1) The following requirements for the conduct of meetings shall be observed:

(a) The initiation and formulation of agenda shall be performed by the Government.

(b) The meetings to be held shall be at the call of and under the chairmanship of Government representatives.

(c) Full and complete minutes shall be kept.

(d) Determinations of action to be taken shall be made solely by Government representatives.

(2) Committee meetings shall be called by the Chairman, Deputy Chairman, or the Ordnance representative attached to the Committee. The agenda shall be prepared by the Chairman or Deputy Chairman. Invitations to attend will include a copy of the agenda of the meeting in order to facilitate proper representation at the meeting.

(3) The Chairman, Deputy Chairman, or Ordnance Representative attached to the Committee shall preside at all meetings, which shall be held at offices assigned to or under the control of the Ordnance Corps. The Secretary of the Committee shall maintain and keep minutes of committee meetings.

6. Suspension of committee action. This committee shall not be continued beyond the expiration date of Title VII of the Defense Production Act of 1950, as amended or extended, or such earlier date as the Ordnance Corps may designate. If, prior to the expiration date of the Act, the need for further active operation of the Committee ceases, the Chairman shall notify each member of the Committee, the Defense Production Administrator, the Attorney General of the United States and the Chairman of the Federal Trade Commission to that effect. The Committee will cease to function upon such notice and will be officially terminated by appropriate action on the part of the Defense Production Administrator.

(Sec. 708, 64 Stat. 818, 50 U. S. C. App. Sup. 2158; E. O. 10200, Jan. 3, 1951, 16 F. R. 61)

Dated: November 28, 1951.

MANLY FLEISCHMANN,  
Administrator.

[F. R. Doc. 51-14336; Filed, Nov. 30, 1951;  
8:58 a. m.]

## INTERSTATE COMMERCE COMMISSION

[4th Sec. Application 26587]

PULPBOARD AND FIBREBOARD FROM MEAD,  
GA., TO ST. LOUIS, MO.

### APPLICATION FOR RELIEF

NOVEMBER 28, 1951.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-

haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: St. Louis-San Francisco Railway Company for itself and on behalf of carriers parties to Agent C. A. Spaninger's tariff I. C. C. No. 1218.

Commodities involved: Pulpboard and fibreboard, carloads.

From: Mead, Ga.

To: St. Louis, Mo.

Grounds for relief: Competition with rail carriers, circuitous routes, and operation through higher-rated territory.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 51-14280; Filed, Nov. 30, 1951;  
8:46 a. m.]

[4th Sec. Application 26588]

CLASS AND COMMODITY RATES, LESS-THAN-CARLOAD, BETWEEN POINTS IN SOUTHWEST

### APPLICATION FOR RELIEF

NOVEMBER 28, 1951.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: J. D. Hughett, Agent, for rail carriers named in the application.

Involving: Class and commodity rates, in less-than-carloads.

Between: Points in the Southwest.

Grounds for relief: Competition with motor carriers.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon

a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 51-14281; Filed, Nov. 30, 1951;  
8:46 a. m.]

[4th Sec. Application 26589]

CLASS AND COMMODITY RATES, LESS-THAN-CARLOAD, BETWEEN POINTS IN SOUTHWEST

### APPLICATION FOR RELIEF

NOVEMBER 28, 1951.

The Commission is in receipt of the above-entitled and numbered application for relief from the aggregate-of-intermediates provision of section 4 (1) of the Interstate Commerce Act.

Filed by: J. D. Hughett, Agent, for rail carriers named in the application.

Involving: Class and commodity rates, in less-than-carloads.

Between: Points in the Southwest.

Grounds for relief: Competition with motor carriers.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission, Division 2.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 51-14282; Filed, Nov. 30, 1951;  
8:46 a. m.]

## OFFICE OF DEFENSE MOBILIZATION

[CDHA No. 20]

FINDING AND DETERMINATION OF CRITICAL DEFENSE HOUSING AREAS UNDER THE DEFENSE HOUSING AND COMMUNITY FACILITIES AND SERVICES ACT OF 1951

NOVEMBER 30, 1951.

Upon a review of the construction of new defense plants and installations, and the reactivation or expansion of operations of existing defense plants and installations, and the in-migration of defense workers or military personnel to carry out activities at such plants or installations, and the availability of housing and community facilities and services for such defense workers and military personnel in each of the areas set forth below, I find that all of the



conditions set forth in section 101 (b) of the Defense Housing and Community Facilities and Services Act of 1951 (Public Law 139, 82nd Cong., 1st Sess.) exist.

Accordingly, pursuant to section 101 of the Defense Housing and Community Facilities and Services Act of 1951 and by virtue of the authority vested in me by paragraph number 1 of Executive Order 10296 of October 2, 1951, I hereby determine that each of said areas is a critical defense housing area.

Pittsburg Camp Stoneman, California, Area. (The area consists of Townships 5, 6, 8, 9, 13, 16, and 17 including the cities of Antioch, Concord and Pittsburg, all in Contra Costa County, California.)

C. E. WILSON,  
Director,  
Office of Defense Mobilization.

[F. R. Doc. 51-14388; Filed, Nov. 30, 1951;  
9:41 a. m.]

## SECURITIES AND EXCHANGE COMMISSION

[File No. 70-2736]

COLUMBIA GAS SYSTEM, INC.

SUPPLEMENTAL ORDER RELEASING JURISDICTION OVER THE SUBSCRIPTION PRICE OF THE ADDITIONAL COMMON STOCK AND THE RESULTS OF COMPETITIVE BIDDING

NOVEMBER 26, 1951.

The Columbia Gas System, Inc. ("Columbia"), a registered holding company, having filed a declaration pursuant to sections 6, 7, and 12 of the Public Utility Holding Company Act of 1935 and Rules U-42 and U-50 promulgated thereunder proposing to offer to its stockholders the right to subscribe for the purchase of 1,501,826 additional shares of common stock on the basis of one additional share for each ten shares presently owned by them; and Columbia also proposing to offer such shares as are not subscribed for by the stockholders to underwriters who, pursuant to the competitive bidding requirements of Rule U-50, have been publicly invited to submit bids for the purchase of such common stock at the subscription price which was determined by Columbia, such bids to include the compensation to be paid them for purchasing such shares at the subscription price; and

The Commission, by order dated November 20, 1951, having permitted the declaration to become effective subject to the condition, among others, that the proposed issuance and sale of stock not be consummated until the subscription price and the results of competitive bidding pursuant to Rule U-50 shall have been made a matter of record in this proceeding and a further order shall have been entered with respect thereto; and jurisdiction having been reserved over the payment of fees and expenses to be incurred in connection with the proposed transaction; and

Columbia having on November 26, 1951, filed an amendment to said declaration in which it is stated that it has designated a subscription price of \$14.25 per share for the additional shares of common stock and has invited bids, pur-

suant to the competitive bidding requirements of Rule U-50, with respect to the compensation to be paid the underwriters for purchasing the common stock at the subscription price of \$14.25 per share and has received the following bids:

Name of underwriters	Amount of compensation bid	Net aggregate proceeds
Merrill Lynch, Pierce, Fenner & Beane.....	\$389,474.00	\$21,011,546.50
Morgan Stanley & Co.....	1,389,189.05	20,011,831.45

The amendment further stating that Columbia has accepted the bid of Merrill Lynch, Pierce, Fenner & Beane for the common stock as set forth above; and

The Commission having examined said amendment and having considered the record herein and finding no basis for imposing terms and conditions with respect to the price to be received for said stock and the compensation to be paid the underwriters for their purchase of said stock; and

It appearing that the record before the Commission with respect to the fees and expenses is incomplete and that the jurisdiction heretofore reserved over all fees and expenses in connection with the proposed transaction should be continued:

*It is hereby ordered*, That the declaration, as amended, be permitted to become effective, and that the jurisdiction heretofore reserved with respect to the subscription price of the common stock and the results of competitive bidding pursuant to Rule U-50, be, and the same hereby is, released, subject, however, to the terms and conditions prescribed in Rule U-24.

*It is further ordered*, That the jurisdiction heretofore reserved over all fees and expenses to be incurred in connection with the proposed transactions be continued.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 51-14270; Filed, Nov. 30, 1951;  
8:45 a. m.]

[File No. 70-2744]

UNITED GAS CORP. AND UNION PRODUCING CO.

NOTICE REGARDING ISSUANCE OF BANK LOANS

NOVEMBER 27, 1951.

Notice is hereby given that United Gas Corporation ("United"), a gas utility subsidiary of Electric Bond and Share Company, a registered holding company, and United's wholly owned subsidiary, Union Producing Company ("Union"), have filed an application-declaration pursuant to the Public Utility Holding Company Act of 1935, and have designated sections 6 (a), 7, 9 (a), (1), 10, and 12 thereof as applicable to the proposed transactions which are summarized as follows:

United has presently outstanding \$25,000,000 of bank loans maturing on or before July 1, 1953. United proposes to borrow from certain banks, from time to time, within the next sixty days, additional sums not to exceed in the aggregate \$10,000,000. Such borrowings will be evidenced by promissory notes dated as of the date of the borrowings, payable on or before July 1, 1953, and bearing interest at the rate of 3 percent per annum.

United proposes to use a portion of the proceeds from the sale of its notes to purchase, from time to time, during the next twelve months from Union an aggregate of \$3,000,000 principal amount of Union's 3 percent promissory notes due on or before six years from the date of issue. The remainder of the proceeds from the sale of United's notes will be used to replenish its working capital and for general corporate purposes.

United presently owns \$4,000,000 principal amount of Union's 3 percent six year promissory notes of which \$1,000,000 principal amount is pledged with the Corporate Trustee under United's Mortgage and Deed of Trust dated as of October 1, 1944, as supplemented. United proposes, in accordance with the provisions of such Mortgage and Deed of Trust and to the extent required by such Mortgage, to deposit with the Corporate Trustee the promissory notes proposed to be purchased from Union.

The application-declaration stated that the estimated expenditures for 1952 for the United system are in the course of preparation and cannot be ascertained at this time. The application-declaration also states that it is contemplated that at the end of 1952, additional financing will be required to provide funds for construction requirements and to finance the proposed bank loans on a permanent basis. The nature and amounts of securities to be issued and sold by United at such time will be the subject of a later application with this Commission.

The applicants-declarants request that the Commission issue its order herein as promptly as may be practicable, and that such order become effective forthwith upon the issuance thereof.

Notice is further given that any interested person may, not later than December 7, 1951, at 12 o'clock noon, e. s. t., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request and the issues, if any, of fact or law raised by said declaration which he desires to controvert, or may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. At any time after December 7, 1951, at 12 o'clock noon, e. s. t., said declaration as filed, or as amended, may be permitted to become effective as provided by Rule U-23 of the rules and regulations promulgated under the act, or the Commission may exempt such transactions as provided in Rule U-20 (a) and Rule U-100 thereof. All interested persons are referred to said declaration which is on file with the



Commission for a statement of the transactions therein proposed.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 51-14271; Filed, Nov. 30, 1951;  
8:45 a. m.]

[File No. 70-2734]

#### NEW ENGLAND ELECTRIC SYSTEM

ORDER PERMITTING HOLDING COMPANY TO  
GUARANTEE LEASE TO SUBSIDIARY SERVICE  
COMPANY

NOVEMBER 27, 1951.

New England Electric System ("NEES"), a registered holding company, having filed a declaration pursuant to section 12 (b) of the Public Utility Holding Company Act of 1935 and Rules U-23 and U-45 thereunder as applicable to the following proposed transactions:

NEES proposes to guarantee a proposed lease to its subsidiary, New England Power Service Company ("New England Power") from John Hancock Mutual Life Insurance Company. The proposed lease is for the entire building at 441 Stuart Street, Boston, Massachusetts, where the offices of NEES and New England Power are now located. Such lease will provide for an initial term of 25 years at an annual net rental of \$89,512.50 with an option to renew said lease for four additional five year terms at annual net rentals of \$41,250, \$37,812.50, \$34,375, and \$309.37. All liabilities, charges and expenses in connection with the property are to be borne by New England Power and the estimated annual cost to that company under the lease is \$225,000. Under the existing lease by New England Power, which is for a shorter term, the present annual cost is \$219,000.

Due notice having been given of the filing of the declaration, and a hearing not having been requested of or ordered by the Commission; and the Commission by finding that the applicable provisions of the act and the rules promulgated thereunder are satisfied and that no adverse findings are necessary, and deeming it appropriate in the public interest and in the interest of investors and consumers that said declaration be permitted to become effective forthwith:

It is ordered, Pursuant to Rule U-23 and the applicable provisions of the act, that said declaration, as amended, be, and the same hereby is permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 51-14272; Filed, Nov. 30, 1951;  
8:45 a. m.]

No. 233—13

## ECONOMIC STABILIZATION AGENCY

### Office of the Administrator

[Determination No. 1, Amdt. 15]

#### APPROVAL OF EXTENT OF THE RELAXATION OF CREDIT CONTROLS IN CRITICAL DE- FENSE HOUSING AREAS

Section 3, *Areas affected*, of Determination No. 1 approving the extent of the relaxation of real estate construction credit controls in critical defense housing areas published in 16 F. R. 9582, September 20, 1951, is hereby amended by adding the following areas thereto, in view of the amended joint certification taken by the Acting Secretary of Defense and the Director of Defense Mobilization dated November 26, 1951 (see Docket Nos. 109 and 275), and in view of the defense housing programs of credit restrictions approved for said areas by the Housing and Home Finance Agency (CR 2, 16 F. R. 3303, CR3, 16 F. R. 3835):

#### Area and date

26. Presque Isle-Limestone, Maine, October 19, 1951.

31. Fort Dix, N. J., October 26, 1951.

ERIC JOHNSTON,  
Administrator.

NOVEMBER 29, 1951.

[F. R. Doc. 51-14367; Filed, Nov. 29, 1951;  
4:27 p. m.]

### Office of Price Stabilization

[Ceiling Price Regulation 7, Section 43,  
Revocation of Special Order 440]

EVEN-PUL FOUNDATIONS, INC.

#### CEILING PRICES AT RETAIL

*Statement of considerations.* Special Order 440, issued to Even-Pul Foundations, Inc., on August 15, 1951, effective August 16, 1951, established ceiling prices at retail for foundation garments, brassieres, girdles, adjust-eze girdles, and corselettes having the brand name "Even-Pul."

Even-Pul Foundation, Inc. has applied for a revocation of this special order, stating that it is unable to comply with the provisions of the special order. The Director has determined that sufficient reasons have been shown for revocation of the special order.

This order of revocation requires the applicant to send a copy thereof to all purchasers for resale who have received notice of the special order.

*Revocation.* 1. For the reasons set forth in the statement of considerations and pursuant to section 43 of Ceiling Price Regulation 7, Special Order 440, issued to Even-Pul Foundations, Inc. on August 15, 1951, effective August 16, 1951, establishing ceiling prices at retail for foundation garments, brassieres, girdles, adjust-eze girdles, and corselettes having the brand name "Even-Pul," shall be, and the same hereby is, revoked in all respects.

2. Even-Pul Foundations, Inc. must, within 15 days after the effective date of this order of revocation, send a copy

of this order of revocation to all purchasers for resale to whom it has given notice of Special Order 440.

*Effective date.* This order of revocation shall become effective November 26, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14195; Filed, Nov. 26, 1951;  
4:49 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 722, Amdt. 1]

W. W. WELCH CO.

#### CEILING PRICES AT RETAIL

*Statement of considerations.* Special Order 722 under section 43 of Ceiling Price Regulation 7 established ceiling prices at retail and wholesale for electric circulation fans as requested by the applicant. After issuance of the order W. W. Welch Company requested that the special order be amended by omitting sales at wholesale from the operation of the order. This amendment grants the request.

*Amendatory provisions.* Special Order 722 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. Delete the title of the special order and substitute therefor the following:

"W. W. Welch Company, Ceiling Prices at Retail."

2. In the first sentence of the statement of considerations, delete the words "and wholesale."

3. In paragraph 1 of the special order delete the words "and wholesale" and the words "or wholesale," wherever they appear.

4. Delete subparagraph 3 (a) (4) of the special order and substitute therefor the following:

(4) The applicant shall annex to this special order or amendment a notice listing the style or lot number, name, or other description of each item covered by this special order or amendment and its corresponding retail ceiling price. The notice shall be in substantially the following form:

(Column 1) Item (style or lot number or other de- scription)	(Column 2) Retailer's ceiling price for articles listed in column 1

*Effective date.* This amendment shall become effective November 26, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14198; Filed, Nov. 26, 1951;  
4:50 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 692, Amdt. 1]

C. A. LUND & CO.

#### CEILING PRICES AT RETAIL

*Statement of considerations.* Special Order 692 under section 43 of Ceiling



Price Regulation 7, issued October 3, 1951, established ceiling prices for sales at retail of skis and ski accessories, ski bindings, ski poles, ski wax, toboggans, ice hockey sticks and snowshoes manufactured by C. A. Lund & Company, having the brand name "Northland."

The applicant requests that its sales be confined to the territory comprising the states of New York, Pennsylvania, West Virginia and east to the coast.

In paragraph 5 of the special order, the words "60 days" were incorrectly stated. This should read "90 days" wherever it appears.

**Amendatory provisions.** Special Order 692 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. In paragraph 6, delete the last sentence and substitute therefor the following: "It applies to sales in the states of New York, Pennsylvania, West Virginia and east to the coast."

2. In paragraph 5, delete "60 days" and substitute therefor, wherever it appears, "90 days."

**Effective date.** This amendment shall become effective November 26, 1951.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14197; Filed, Nov. 26, 1951;  
4:50 p. m.]

[Ceiling Price Regulation 7, Section 43  
Special Order 473, Amdt. 1]

DOMINION ELECTRIC CORP.

CEILING PRICES AT RETAIL

**Statement of considerations.** This amendment to special order 473, issued under section 43 of Ceiling Price Regulation 7, to Dominion Electric Corporation, extends the date by which the applicant was required to mark or tag its branded articles. The extension is granted on applicant's demonstration of its inability to preticket in the manner set forth in the special order by the date specified.

**Amendatory provisions.** Special Order 473 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. In paragraph 2, substitute for the date "October 17, 1951," the date, "January 2, 1952."

2. In paragraph 2, substitute for the date, "November 16, 1951," wherever it appears, the date, "February 1, 1952."

**Effective date.** This amendment shall become effective November 26, 1951.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14196; Filed, Nov. 26, 1951;  
4:50 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 322, Amdt. 2]

WOLFF PRODUCTS CO.

CEILING PRICES AT RETAIL

**Statement of considerations.** Special Order 322 issued to Wolff Products Com-

pany under section 43 of Ceiling Price Regulation 7, established ceiling prices for bathroom accessories having the brand name "Lacey Ledge." Due to a typographical error a \$2.60 retail ceiling price rather than a \$2.65 retail ceiling price was established for a cost line which sold for \$18.00 per dozen. This amendment corrects this error by substituting a \$2.65 retail ceiling price for the \$2.60 retail ceiling price.

The Director has determined on the basis of information available to him that the retail ceiling price requested and which is established by this amendment is in line with those already granted and is no higher than the level of ceiling prices under Ceiling Price Regulation 7.

**Amendatory provision.** Special Order 322 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. In paragraph 1 delete from the list of retail ceiling prices "\$2.60," and substitute therefor the price "\$2.65."

**Effective date.** This amendment shall become effective November 26, 1951.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14194; Filed, Nov. 26, 1951;  
4:49 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 283, Amdt. 1]

ADAM WUEST, INC.

CEILING PRICES AT RETAIL

**Statement of considerations.** Special Order 283 under section 43 of Ceiling Price Regulation 7, issued on March 9, 1951, established ceiling prices for sales at retail of mattresses and box springs manufactured by Adam Wuest, Inc., having the brand names "Serta Foam," "Serta Perfect Sleeper Supreme," "Serta Perfect Sleeper Imperial," "Serta Perfect Sleeper DeLuxe," "Serta Perfect Sleeper Orthopedic," "Serta Perfect Sleeper," "Serta Restal Knight," "Serta Serta-rest," "Fairlyland," "Serta Tiny Sleeper."

The applicant requests the deletion of the word "Orthopedic" from its brand names and the substitution of the word "Sertapedic."

This amendment therefore deletes the word "Orthopedic," and inserts the word "Sertapedic" to the special order.

**Amendatory provisions.** Special Order 283 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. In paragraph 1, delete from the brand names the word "Orthopedic" wherever it appears, and substitute therefor "Sertapedic."

2. In paragraph 1, insert after the words "in its application dated March 9, 1951," the words "as corrected by its amended application dated October 16, 1951."

**Effective date.** This amendment shall become effective November 26, 1951.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14193; Filed, Nov. 26, 1951;  
4:49 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 165, Amdt. 2]

BISSELL CARPET SWEEPER CO.

CEILING PRICES AT RETAIL

**Statement of considerations.** This amendment to Special Order 165 establishes new retail ceiling prices for certain of the applicant's branded articles. These new retail ceiling prices are listed in paragraph 1 of the special order and marked with an asterisk. The ceiling prices established prior to this amendment and still in effect are listed without an asterisk.

The Director has determined, on the basis of information available to him, that the retail ceiling prices requested are in line with those already granted and are no higher than the level of ceiling prices under Ceiling Price Regulation 7.

**Amendatory provisions.** Special Order 165 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. Delete paragraph 1 of the special order and substitute therefor the following:

1. The following ceiling prices are established for sales by any seller at retail of carpet sweepers manufactured by the Bissell Carpet Sweeper Co. having the brand names "Bissell" and "Bissells", and described in the manufacturer's application dated April 13, 1951, and supplemented and amended by the manufacturer's applications dated April 18, 1951, July 24, 1951, and August 30, 1951.

The ceiling prices listed below which are marked with an asterisk shall become effective on receipt of a copy of this order by the retailer, but in no event later than 30 days after the effective date of this order. Ceiling prices not marked with an asterisk are effective upon the effective date of this order. Sales may, of course, be made below the retail ceiling prices.

Different ceiling prices are established for eastern and western zones. The western zone is comprised of the States of Arizona, Colorado, Montana, New Mexico, Oregon, Utah, Wyoming, California, Idaho, Nevada, Oklahoma, Texas and Washington. The eastern zone includes the remainder of the United States.

The selling prices to retailers listed below are subject to terms of 2 percent 10, Net 60 Days.

Selling price of manufacturer to retailer (both zones)	Selling price of western distribution to retailers	Ceiling price at retail eastern zone	Ceiling price at retail western zone
\$0.58	\$0.58	\$0.98	\$0.98
1.59	1.59	2.69	*2.69
4.90	5.05	7.45	*7.75
5.15	5.40	7.95	*8.25
6.05	6.30	9.75	*10.00
6.70	6.95	10.75	*11.00
7.10	7.35	10.50	*11.00
7.65	7.90	11.95	*12.25

2. Delete paragraph 4 of the special order and substitute therefor the following:

4. Notification to resellers—(a) Notices to be given by applicant:

(1) After receipt of this special order, a copy of this special order shall be sent



by the applicant to each purchaser for resale on or before the date of the first delivery of any article covered in paragraph 1 of this special order.

(2) Within 15 days after the effective date of this special order, the applicant shall send a copy of this special order to each purchaser for resale to whom within 2 months immediately prior to the receipt of this special order the applicant had delivered any article covered by paragraph 1 of this special order.

(3) The applicant must notify each purchaser for resale of any amendment to this special order in the same manner.

(4) The applicant must supply each purchaser for resale other than a retailer with sufficient copies of this special order and any amendment to permit such purchasers for resale to comply with the notification requirements of this special order.

(b) *Notices to be given by purchasers for resale (other than retailers):*

(1) A copy of this special order shall be sent by each purchaser for resale (other than retailers) to each of his purchasers on or before the date of the first delivery after receipt of a copy of this special order.

(2) Within 15 days of receipt of this special order, each purchaser for resale (other than retailers) shall send a copy of the order to each of his purchasers to whom, within 2 months prior to receipt of this special order, his records indicate he had delivered any article covered by paragraph 1 of this special order.

(3) Each purchaser for resale (other than retailers) must notify each purchaser of any amendment to this special order in the same manner.

*Effective date.* This amendment shall become effective November 26, 1951.

MICHAEL V. DISALLE,  
Director of Price Stabilization.

NOVEMBER 26, 1951.

[F. R. Doc. 51-14191; Filed, Nov. 26, 1951;  
4:49 p. m.]

[Ceiling Price Regulation 7, Section 43  
Special Order 86, Amdt. 1]

WHITE STAG MFG. CO.

#### CEILING PRICES AT RETAIL

*Statement of considerations.* Special Order 86 under section 43 of Ceiling Price Regulation 7 established ceiling prices for sales at retail of men's, women's, and children's outerwear and head gear manufactured by White Stag Manufacturing Company, having the brand name "White Stag".

This amendment to Special Order 86 issued under section 43 of Ceiling Price Regulation 7 to White Stag Manufacturing Company adds ski togs to those articles for which ceiling prices at retail were established by the special order. The retail ceiling prices for some of the manufacturer's branded articles are fixed in relation to costs falling within specified cost brackets. Such cost brackets in place of cost lines for certain of the price lines will allow for minor changes in cost without influencing the general level of

retail prices for the articles covered by the special order.

The Director has determined, on the basis of information available to him, that the retail ceiling prices requested are in line with those already granted and are no higher than the level of ceiling prices under Ceiling Price Regulation 7.

In addition, this amendment lists the manufacturer's selling prices and the retail ceiling prices for the articles which were established by the special order but which were not listed in the special order.

*Amendatory provisions.* Special Order 86 under Ceiling Price Regulation 7, section 43, is amended in the following respects:

1. Delete paragraph 1 of the special order and substitute therefor the following:

1. The following ceiling prices are established for sales after the effective date of the special order by any seller at retail of men's, women's, and children's outerwear, headgear and ski togs manufactured by White Stag Manufacturing Company, having the brand name "White Stag" and described in the manufacturer's application dated March 15, 1951, as supplemented and amended by the manufacturer's application dated July 6, 1951. The selling prices to retailer's listed below are subject to terms of 1 percent 10 E. O. M. for Westwool heavy outerwear, 2 percent 10 E. O. M. for men's wear, 8 percent 10 E. O. M. for women's wear.

#### WESTWOOL HEAVY OUTER WEAR

Selling price to retailers (per unit):	Ceiling price at retail (per unit)
\$1.15	\$1.95
\$4.50	7.50
\$4.95	8.50
\$6.00	9.95
\$8.30	13.95
\$8.90 through \$9.00	14.95
\$9.30	15.50
\$9.55 through \$9.60	15.95
\$9.90 through \$10.15	16.95
\$10.56 through \$10.75	17.95
\$11.17	18.50
\$11.30	18.95
\$11.75 through \$12.00	19.95
\$12.43	21.00
\$12.75 through \$12.90	21.50
\$13.15 through \$13.25	21.95
\$13.56	22.50
\$14.19	23.50
\$14.50	24.50
\$15.90	26.50
\$17.49 through \$17.50	28.50
\$19.25	31.95

#### MEN'S INSULATED HUNTING COATS

\$16.50----- 27.50

#### WOMEN'S INSULATED HUNTING COATS

\$15.90----- 26.50

#### MEN'S INSULATED HUNTING PANTS

\$13.50----- 22.50

#### WOMEN'S INSULATED HUNTING PANTS

\$11.90----- 19.95

#### 4 SEASONS SEPARATES

\$7.75----- 14.95

<sup>1</sup> Men's jackets having the lot number 739x in the manufacturer's application dated March 15, 1951, so long as it has a manufacturer's selling price of \$17.50 per unit, shall have a ceiling price at retail of \$29 per unit, and the manufacturer's selling price is subject to terms of 1 percent 10 E. O. M.

#### MEN'S WEAR

#### 4 SEASONS OUTERWEAR

Selling price to retailers (per unit):	Ceiling price at retail (per unit)
\$5.35	\$8.95
\$5.95	9.95
\$6.55	10.95
\$7.15	11.95
\$7.75	12.95
\$8.50	13.95
\$8.90 through 8.95	14.95
\$10.15	16.95
\$10.75	17.95
\$11.90 through 12.00	19.95
\$13.50	22.50
\$13.75	22.95
\$14.70	24.50
\$14.95	24.95
\$17.30	28.95
\$20.70	34.50
\$22.50	37.50

#### SPRING AND SUMMER WEAR

\$2.35	3.95
\$2.70	4.50
\$3.00	4.95
\$3.30	5.50
\$3.55	5.95
\$3.90	6.50
\$4.15	6.95
\$4.50	7.50
\$4.75	7.95
\$5.10	8.50
\$5.35	8.95
\$5.90	9.95
\$6.55	10.95
\$7.15	11.95
\$7.75	12.95
(Per dozen):	
\$18.00	2.50
\$21.00	2.95
\$28.50	3.95

#### UNLINED OUTERWEAR JACKETS

(Per unit):	
\$7.15	11.95

#### RAYON LINED OUTERWEAR JACKETS

\$8.95	14.95
\$10.15	16.95

#### INSULATED HEAVY OUTERWEAR JACKETS

\$3.95	14.95
\$9.55	15.95
\$10.15	16.95
\$10.75	17.95
\$11.35	18.95
\$11.90	19.95
\$13.50	22.50
\$13.75	22.95
\$14.95	24.95
\$16.50	27.50
\$16.75	27.95
\$22.50	37.50

#### SKI JACKETS

\$7.75	12.95
\$8.35	13.95
\$8.90	14.95
\$9.40 through \$9.55	15.95
\$10.75	17.95
\$11.90	19.95
\$13.50	22.50
\$13.75	22.95

#### SKI PANTS

\$7.15	11.95
\$13.50	22.50
\$14.50	25.00

#### SKI TOGS

\$5.95	9.95
\$7.75	12.95

<sup>2</sup> Men's Ski pants having the lot number 9304 in the manufacturer's application for amendment dated July 6, 1951, so long as it has a manufacturer's selling price of \$13.50 per unit, shall have a ceiling price at retail of \$22.95 per unit, and the manufacturer's selling price is subject to terms of 2 percent 10 E. O. M.



## NOTICES

## WOMEN'S WEAR

## 4 SEASONS SEPARATES

Selling price to retailers (per unit):	Ceiling price at retail (per unit)
\$1.15	\$1.95
\$1.75	2.95
\$2.10	3.50
\$5.35	8.95
\$6.50 through \$6.55	10.95
\$7.15	11.95
\$7.75	12.95
\$8.35	13.95
\$8.90	14.95
\$9.55	15.95
\$10.15	16.95
\$11.35	18.95
\$11.90	19.95
\$13.50	22.50
\$13.75	22.95

## SPRING AND SUMMER WEAR

\$0.30	0.50
\$0.90	1.50
\$1.15	1.95
\$1.50	2.50
\$1.75	2.95
\$2.10	3.50
\$2.25	3.75
\$2.35	3.95
\$2.70	4.50
\$2.95	4.95
\$3.30	5.50
\$3.50 through \$3.55	5.95
\$3.90	6.50
\$4.15	6.95
\$4.50	7.50
\$4.75	7.95
\$5.10	8.50
\$5.35	8.95
(Per dozen):	
\$18.00	2.50
\$21.00	2.95
\$28.20	3.75
\$29.75	3.95
\$32.40 through \$32.73	4.50
\$36.00	4.95
\$39.60	5.50
\$42.60	5.95

## STORM COATS

(Per unit):	
\$16.15	26.95
\$16.75	27.95
\$17.10	28.50
\$17.90	29.95
\$19.50	32.50
\$22.50	37.50
\$23.90	39.95
\$25.50	42.50

## INSULATED JACKETS

\$5.90	9.95
\$7.75	12.95

## SEPARATE JACKETS

\$11.90	19.95
\$14.10	23.50

\* Women's T shirt having the lot number 4101 in the manufacturer's application dated March 15, 1951, so long as it has a manufacturer's selling price of \$28.20 per dozen, shall have a ceiling price at retail of \$3.95 per unit, and the manufacturer's selling price is subject to terms of 8 percent 10 E. O. M.

\* Women's cardigan having the lot number 4104 in the manufacturer's application dated March 15, 1951, so long as it has a manufacturer's selling price of \$28.20 per dozen, shall have a ceiling price at retail of \$3.95 per unit, and the manufacturer's selling price is subject to terms of 8 percent 10 E. O. M.

## SEPARATE SKIRTS

Selling price to retailers (per unit):	Ceiling price at retail (per unit)
\$5.90	\$9.95
\$7.15	11.95

## SLACKS AND PEDAL PUSHERS

\$5.35	8.95
\$5.90	9.95
\$6.55	10.95
\$8.90	14.95

## VESTS

\$3.55	5.95
\$4.75	7.95

## "JEEP" HATS

\$1.75	2.95
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## VISORED "SHERLOCK" CAPS

\$1.75	2.95
\$2.10	3.50

## "NECK-NACK" KERCHIEF

\$1.15	1.95
\$1.50	2.50
\$1.75	2.95

## SKI JACKETS

\$8.35	13.95
\$8.90	14.95
\$9.40 through \$9.55	15.95
\$10.75	17.95
\$11.35	18.95
\$11.90	19.95
\$13.50	22.50
\$13.75	22.95
\$19.75	32.95

## SKI SUITS

\$23.75	39.50
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## SKI PANTS

\$7.15	11.95
\$8.35	13.95
\$13.50	22.95
\$14.50 through \$14.75	25.00
\$16.50	27.50

## SKI TOGS

\$5.95	9.95
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\* Women's Ski pants having the lot number 9711 in the manufacturer's application for amendment dated July 6, 1951, so long as it has a manufacturer's selling price of \$13.50 per unit, shall have a ceiling price at retail of \$22.50 per unit, and the manufacturer's selling price is subject to terms of 8 percent 10 E. O. M.

2. Delete paragraph 4 of the special order and substitute therefor the following:

4. Within 15 days after the effective date of this special order the manufacturer shall send a copy of this special order to each purchaser for resale to whom, within two months immediately prior to the effective date, the manufacturer had delivered any article covered in paragraph 1 of this special order. Copies shall also be sent to all other purchasers on or before the date of the first delivery of any such article subsequent to the effective date of this special order, and shall be accompanied by copies of each amendment thereto issued prior to the date of delivery.

Within 15 days after the effective date of any subsequent amendment to this special order, the manufacturer shall send a copy of the amendment to each

purchaser to whom, within two months immediately prior to the effective date of such amendment, the manufacturer had delivered any article the sale of which is affected in any manner by the amendment.

Effective date. This amendment shall become effective November 23, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 23, 1951.

[F. R. Doc. 51-14163; Filed, Nov. 23, 1951;  
4:31 p. m.]

[Ceiling Price Regulation 7, Section 43  
Special Order 6, Amdt. 3]

S. AUGSTEIN & Co., INC.

CEILING PRICES AT RETAIL

Statement of considerations. This amendment to Special Order 6 under section 43 of Ceiling Price Regulation 7 corrects two clerical errors in the special order.

Amendatory provisions. Special Order 6 under section 43 of Ceiling Price Regulation 7 is amended in the following respects.

1. In paragraph 1 delete the phrase "women's suits, women's slacks, and women's shorts", and substitute therefor the phrase "women's and children's garments".

2. In paragraph 1, delete the heading above the list of prices, "Women's Suits, Slacks and Shorts" and substitute therefor the heading "Women's and Children's Garments".

3. In paragraph 1 delete the selling price to retailers of "\$14.75", and substitute therefor "\$14.75 thru \$15.00".

Effective date. This amendment shall become effective November 27, 1951.

MICHAEL V. DiSALLE,  
Director of Price Stabilization.

NOVEMBER 27, 1951.

[F. R. Doc. 51-14266; Filed, Nov. 27, 1951;  
5:09 p. m.]

[Ceiling Price Regulation 7, Section 43,  
Special Order 21, Amdt. 2]

FIELDCREST MILLS DIVISION OF MARSHALL  
FIELD & Co.

CEILING PRICES AT RETAIL

Correction

In F. R. Doc. 51-13796, appearing at page 11747 of the issue for Tuesday, November 20, 1951, the following change should be made:

In the price tables for Wool Rugs and Wool Carpeting, the caption "Manufacturer's selling price (per dozen)" wherever it appears should read "Manufacturer's selling price (per unit)".